THE

AGRICULTURAL VALUER'S ASSISTANT

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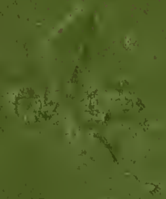

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A Practical Handbook ON THE VALUATION OF LANDED ESTATES

INCLUDING

EXAMPLE OF A DETAILED REPORT ON MANAGEMENT AND REALISATION; FORMS OF VALUATIONS OF TENANT RIGHT; LISTS OF LOCAL AGRICULTURAL CUSTOMS; SCALES OF COMPENSATION UNDER THE AGRICULTURAL HOLDINGS ACTS

AND

A BRIEF TREATISE ON COMPENSATION UNDER THE LANDS CLAUSES ACTS

ETC. ETC.

BY

TOM BRIGHT

AGRICULTURAL VALUER, SURVEYOR, AND ENGINEER

FELLOW OF, AND HONORARY EXAMINER TO, THE AUCTIONEERS' INSTITUTE, SILVER MEDALLIST OF THE ROYAL ENGLISH ARBORICULTURAL SOCIETY, AUTHOR OF "THE AGRICULTURAL SURVEYOR AND ESTATE AGENT'S HANDBOOK" "THE PRINCIPLES AND PRACTICE OF TIMBER MEASURING AND VALUING" "POLE PLANTATIONS AND UNDERWOODS," ETC. ETC.

FIFTH EDITION, WITH APPENDIX CONTAINING A DIGEST OF THE AGRICULTURAL HOLDINGS ACT, 1908, *TOGETHER WITH THE FULL TEXT OF THE ACT, AND PRACTICAL COMMENTARY THEREON.*

LONDON
CROSBY LOCKWOOD AND SON
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1910

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PREFACE

TO THE FIFTH EDITION.

In bringing this work up to date for the purpose of a further edition, the writer has availed himself of the opportunity of amplifying the sections relating to the assessment of compensation for unexhausted feeding stuffs and other improvements, and of embodying therein a statement of the residual manure values given in the revised tables prepared by Dr. J. A. Voelcker and Mr. A. D. Hall, as well as the scale of allowances suggested by the Central and Associated Chambers of Agriculture. This has become necessary in consequence of the more general adoption by Valuers' Associations of the principle of assessing compensation for feeding stuffs on their residual manure values, instead of their cost price. The difference in the practical results obtained by the two methods forms a matter for the careful consideration of valuers, having regard, more especially, to the manner in which such compensation was originally assessed to the outgoing tenant. A comparative statement has, therefore, been prepared in order to show at a glance the money value of the compensation payable for the more common feeding stuffs on the bases of the tables and scale of residual manure values, and on that of cost price.

The section relating to the valuation of manures from analysis has been revised and brought up to date in regard to the changed market values of the principal manurial constituents.

Since the last edition of this work was published, the Agricultural Holdings Act, 1908, has been passed by the Legislature for the purpose of consolidating the law relating to agricultural holdings. Among the Acts incorporated in this measure are the Agricultural Holdings Acts, 1883, 1900, and 1906, and certain sections of the Market Gardeners' Compensation Act, 1895, and the Tenants' Compensation Act, 1890. Having regard, therefore, to its important bearing on the subject of agricultural tenant-right, the text of the Act is given *in extenso* in this volume, in an Appendix, together with suggestive notes on the practical application of its several sections (see pp. 251, 294).

The writer has also prepared a digest of the principal provisions of the Act that are directly connected with the assessment of the tenant's interest in improvements or other matters, in respect of which compensation may be claimed; the assessment of compensation due to the landlord for waste, breaches of covenant, etc.; and the methods of procedure that may now be adopted by either party for the purpose of obtaining compensation.

It is hoped that these amplifications and additions will increase the practical utility of the work for those who are professionally engaged, or otherwise interested, in the valuation of agricultural tenant-right.

10, MOUNT STREET,
GROSVENOR SQUARE, LONDON, W.
September, 1910.

PREFACE

TO THE FIRST EDITION.

THIS little work is intended to assist the Agricultural and Tenant-right Valuer in discharging the varied and important duties connected with his profession.

In valuations of tenant-right much valuable time has to be devoted to working the various calculations relating to agricultural produce and labour, and the following tables have been specially compiled and arranged for use on such occasions. By excluding all superfluous fractions and figures the compiler has striven to attain a form which, whilst condensed, should be perspicuous and sufficiently elaborate for practical purposes, thus rendering the tables capable of being utilised for completing such calculations on the spot, and so enabling the valuer to compare the result with the object still before him.

In dealing with the relative proportions existing between the dimensions and weight of agricultural produce, many difficulties have to be encountered, from the ever-varying state and condition under which such produce is found; and although, in some instances, the margin allowed from an average must necessarily be a wide one, yet however distant may be the two extremes, there remains the fact that between them rests a mean or average weight and value which, with sound judgment, is applicable to far the greater portion of such produce. In ascertaining such average weights for the various items found herein, and for the proportionate yields of grain, straw, &c., every care has been taken, and information gathered from the writings of acknowledged authorities on the subjects, as well as from experiment. Among the works to which the author is specially indebted, are those of Professors McConnell and Wrightson, Sir J. B. Lawes, Dr. Voelcker, and *The Agricultural Gazette.*

The arrangement of the several matters has been made with a view to preventing confusion between the different tables, whilst endeavouring to place each item where it may be most readily found when wanted. Should the writer but have succeeded in making this little work one of practical utility to those for whom it is intended, his aim will have been accomplished and his highest hopes fulfilled.

TENTERDEN,
May, 1886.

PREFACE

TO THE SECOND EDITION.

A LARGE edition of this work having been disposed of, the writer has been requested to make such corrections in the prices of agricultural produce, etc., as are necessary to render them applicable at the present time. This he has endeavoured to do in each case.

At the suggestion of several correspondents, he has taken the opportunity of including in the volume a short practical treatise on the subject of Valuing and Reporting on Landed Estates (see Section I.); and upon this point he may mention that, having been engaged (as agricultural representative to one of the leading firms of Land Agents and Surveyors in London) in the detailed management and valuation of large landed estates in different parts of the Kingdom for many years, he is thoroughly acquainted with the difficulties attending the successful execution of such work. Although the principles of the subjects involved have, in some instances, been dealt with briefly, in order to prevent misconception in applying the practical rules and data connected therewith, yet the additional matter is primarily intended for the use of those who have previously mastered at least the elementary principles of land valuing.

With the view of still further extending the utility of the work for the class of professional men to whom it is addressed, a summary of Local Agricultural Customs, under the two divisions of Lady-day and Michaelmas tenancies (see Section III.) has also been added; and to facilitate reference, the contents of the volume have been systematically re-arranged under sectional headings.

The writer desires to acknowledge his indebtedness to various authorities whose names have not been specifically mentioned, as well as to numerous correspondents, for much reliable information. The scope of the work being so varied, any useful suggestions will be welcomed, with a view to the improvement of subsequent editions.

83, APPACH ROAD,
BRIXTON, LONDON, S.W.
June, 1892.

CONTENTS.

PAGE

SECTION I.—THE VALUATION OF LANDED ESTATES.

Situation—Access — Geological Formation — Soils—Mansion —Farm-houses — Farm Buildings — Cottages — Drainage— Woodlands—Fences and Gates—Water Supply—Plans— Schedules — Outgoings — Estimated Rentals — Competitive Values—Capitalised Values—Parochial Assessment . 1—53

Form of Report and Valuation of a Landed Estate . . 54—66

SECTION II. — TABLES FOR CALCULATING THE VALUE OF ESTATES OR CULTIVATIONS. 67—92

SECTION III.—AGRICULTURAL TENANT-RIGHT AND IMPROVEMENTS.

(i) Origin and growth of Agricultural Tenant-right . 94—105
(ii) Assessment of Tenant-right . . . . . . 106—111
(iii) Methods of Procedure . . . . 112—115
(iv) Form of Valuation (Weald of Kent) . . . . 116—119
(v) Form of Valuation (West Somerset) 120, 121
(vi) Form of Valuation for Probate 122
(vii) Local Agricultural Customs . . . . . 123—126
 (1) Lady-Day Tenancies, *folding plate, facing* . . 126
 (2) Michaelmas Tenancies, *folding plate, facing* . 126
(viii) Agricultural Holdings (England) Acts, 1883-1908 127—140
(ix) Form of Claim under the Act . . . . . 141—143
(x) Assessment of Compensation on Basis of Value to Ingoing Tenant . . . . . . 143—150

SECTION IV.—MANURES AND FEEDING STUFFS.

(i) Valuation of Manures from Analysis . . . . 152—155
(ii) Valuation of Feeding Stuffs from Analysis . . . 156
(iii) Average Composition of Certain Foods 157
(iv) Manurial Value of Feeding Stuffs . . 162, 163
(v) Measurement and Loading of Manure 164

PAGE

SECTION V.—SUNDRY COSTS AND VALUES.
(i) Money Value of Farm Tillages 166
(ii) Cost of Draining *per acre* 167
(iii) Cost of Corn and Hay Harvesting 168
(iv) Thatching 168
(v) Cost of Steam Cultivation 169
(vi) Ensilage in Stacks 169
(vii) Charges for keeping Stock on Grass 170
(viii) Attendance on Stock all the Year round . . . 170
(ix) Sheep Shearing 170

SECTION VI.—MEASUREMENT OF STACKS OF HAY, CORN, AND STRAW.
(i) Oblong Stacks: with Tables for Calculating Contents . . . . 172—192
(ii) Circular Stacks: with Tables for Calculating Contents . . . . 193—198

SECTION VII.—COMPENSATION FOR LAND TAKEN FOR PUBLIC PURPOSES.
(i) Effect of Lands and Railway Clauses Acts, 1845 200, 201
(ii) Owners' Interests Affected where Land is Taken 201, 202
(iii) Owners' Interests Affected where no Land is Taken . 203
(iv) Claims that Cannot be Substantiated 203
(v) Occupiers' Interests Affected . . . . . 204—207
(vi) Effect of Notice to Treat 208, 209
(vii) Modes of Assessment of Compensation . . . 210
(viii) Formulation of Claim 211, 212
(ix) Particulars of Claim 212, 213
(x) Method of Rendering Claim 214

SECTION VIII.—MISCELLANEOUS TABLES AND NOTES.
(i) Tables for Calculating Contents of Unsquared Timber 216—223
(ii) Measurement of Cattle for Weight 224
(iii) Proportion of Live to Dead Weight of Stock . . 225
(iv) Table showing Contents and Weight of Coppers . . 226
(v) Specific Gravities 227
(vi) Table of Areas of Circumferences of Circles . . . 228
(vii) Table of Areas of Diameters of Circles 229
(viii) Miscellaneous Notes 229
(ix) Miscellaneous Weights 230
(x) Apples 230
(xi) Table of Linear Measure 231
(xii) Table of Square Measure 231
(xiii) Stamps and Taxes . . . . 232—235

APPENDIX: DIGEST OF AGRICULTURAL HOLDINGS ACT, 1908, WITH FULL TEXT AND COMMENTARY THEREON . . . . 237—303

INDEX . . . . 305—308

THE
AGRICULTURAL VALUER'S ASSISTANT.

SECTION I.

THE VALUATION OF LANDED ESTATES.

OF the many and varied duties which fall to the lot of the agricultural valuer, that of determining the value of large landed estates, if not the most difficult, is undoubtedly the most important. Without attempting to teach the art of defining aright the value of landed estates—for that can only be acquired by practical experience—it will be sufficient for our present purpose to point out that the valuation of an estate involves a very careful consideration of numerous practical points. Some of these demand special attention, having regard to the particular purpose for which the valuation is being made. The primary consideration, therefore, and it is one to be borne in mind throughout a valuation, is the specific purpose it is intended to serve.

Valuations of landed estates are generally required for one of the following purposes:—

1. For sale or purchase, or for exchange.
2. For mortgage.
3. For parochial assessment.

1. In valuations for the purpose of purchase, sale, or exchange, the points requiring most careful consideration would be the special attractions, residential or otherwise, which the property offered to intending purchasers, and the probable demand likely to be created thereby; the chances of improvement under a judicious system of management; and its prospective value when developed.

2. In valuations for the purpose of mortgage, the existing value of the property as shown in the rent-roll, and the probability of such value being maintained, form the chief matters for consideration. The primary object of a valuation for mortgage is to prevent any loss in respect of the capital advanced on the property, and all uncertain elements, therefore, such as possibilities of improvement, prospects of development, etc., should be excluded.

3. In valuations for parochial assessment, the present value of the different holdings is considered. (For definitions of "Gross Annual Value," and "Rateable Value," see *post*, p. 53).

In making valuations for the purposes above referred to, it becomes necessary to define one or both of the following values:—

(*a.*) The nett annual value.

(*b.*) The capitalised value.

The first represents the amount of rent which might be expected from a tenant who discharged all parochial rates and taxes, tithes, land tax, and the cost of keeping the buildings in repair, and insured:

Or, dealing with the more general system of letting properties, the tenant discharging the parochial rates and taxes only, and the landlord paying the land-tax, tithe, cost of repairs and insurance, the nett annual value would represent the balance of rent received from the tenant after making a deduction for the landlord's burdens as above mentioned.

E.g.—In the case of a farm, the produce of which is worth £500 per annum after deducting the cost of production and risk, the nett annual value would be deduced in the following manner:—

Nett annual value of produce		£500
Deduct tenant's burdens:—		
Parochial rates and taxes		50
Balance representing what is generally called the gross rental value		450
Deduct landlord's burdens:—		
Tithes	£45	
Land-tax	10	
Repairs and insurance at 10 per cent.	45	
		100
Nett annual value		£350

(*b.*) The capitalised value is based on the nett annual value, and represents the number of years' purchase which the property might be expected to realise if offered for sale in the general market as an investment. The nett annual value, therefore, is the interest which the property yields to the owner, the rate of such interest being defined by the number of years' purchase paid for the property, plus the capital subsequently expended upon it by way of improvement.

Taking the preceding example showing a nett annual value of £350, and which at 25 years' purchase yields a capitalised value of £8,750. The rate of interest in this case would be four per cent. on the capitalised sum.

From the foregoing remarks it will be seen that the nett annual value forms the basis of all estimates relating to the valuation of large landed properties. Where the whole of an estate is fairly let under ordinary conditions, the approximate nett annual value of the property may be readily obtained from the rent-roll; but some portions of an estate are generally in hand. The mansion, woods, and park lands are often in the occupation of the owner, together with the home farm. Some of the farms too are usually let under special conditions; while in other instances temporary abatements of rent will have been made. In the case of long leases, either the date when the rent was fixed, or the improvements undertaken by the tenant may materially affect the amount of rent paid. For these and other reasons, the rent-roll often becomes more or less misleading when used for the purpose of determining the nett annual value of a property. The most accurate method of defining such value is by making a careful field-by-field valuation. In this way the capabilities of each field are carefully considered, and the result compared with the total value of the produce, which the farm, as a whole, is deemed capable of yielding. In estimating the capabilities of production and ultimate value of the produce of each field separately, as well as of the farm in its entirety, many points have necessarily to be taken into account. Among the more important of these points of practice may be mentioned the following :—

SITUATION.

Proximity to Towns.—Market towns containing from 1,000 to 5,000 inhabitants generally influence the value of land for a distance of three miles, gradually diminishing from about 30 per cent. for that nearest the town.

Towns containing 5,000 to 50,000 inhabitants affect the value of land for a distance of six miles, from 50 per cent. downwards according to its proximity.

Cities and large towns containing more than 50,000 inhabitants increase the value of land within ten miles, that in close proximity being worth 100 per cent. more in consequence of its situation.

In the above estimates it has been assumed that a suitable railway station is within easy reach of the various towns; but in cases where farms are situate near a railway station, which though placed in a country district, yet affords ready access to some market town, such accommodation has an appreciable effect on the value of the holdings.

Aspect.—Aspect has an important bearing on climate. A northern, or north-eastern aspect, causes the crops to be late, and of inferior quality; the soil also is less productive for want of warmth. A field having a southern aspect would probably be worth from 10*s.* to 20*s.* per acre more than another enclosure in which the soil presented the same lithological composition and altitude, but having a north-eastern aspect.

Climate and Elevation.—Whatever the fertility of a soil may be, its vegetation is determined by the climate of the locality in which it is situated. The lowest temperature at which corn will vegetate is 40°; while it will not ripen below a temperature of 48°.

An altitude of 600 feet makes a difference of 1° of temperature.

Wheat refuses to ripen in this country when grown at an altitude of 1,000 to 1,200 feet above sea level.

From a residential point of view, extensive scenery, pure air and invigorating breezes are not without their value.

The average rainfall for England and Wales is 32 inches, which is equal to 723,904 gallons, or 116,114 cubic feet, or 3,232 tons per acre.

The following table shows the mean rainfall for the various districts into which the country is divided by the Meteorological Office, over a period of twenty-six years, being from 1866—1891.

Wheat-producing Districts.	Inches.
Scotland, North	44·0
Scotland, East	30·9
England, North-East	26·3
England, East	25·7
Midland Counties	28·9
England, South	29·6
Mean of wheat producing districts	30·9

Principal Grazing Districts.	Inches.
Scotland, West	45·4
England, North-West	39·6
England, South-West	44·1
Ireland, North	39·5
Ireland, South	39·9
Mean of grazing districts	41·7

Contour.—The contour of the land has an important bearing on the cost of production, as, in addition to the extra labour required in cultivating steep fields, there is often great variableness in the time of maturity of the crop in different parts of the same field, in consequence of the upper portions lacking moisture of which the lower-lying land receives too much.

Access.—The nature and condition of the roads intersecting an estate form a matter of considerable importance. If they are out of repair and steep, the expense of getting the agricultural produce into the markets is largely increased.

The following table, based on the experiments of Mr. Bevan, shows the force required to produce and maintain motion of a laden cart weighing one ton, on roads of different construction and inclination :—

Rate of Incline.	Angle with Horizon.	Turnpike Road hard and dry.	Turnpike Road newly gravelled.	Turnpike Road after heavy rain.	Ordinary bye road.
		lbs.	lbs.	lbs.	lbs.
Level.	0° 0′ 0″	68	322	87	238
1 in 500	0° 6′ 53″	75	354	96	262
1 ,, 400	0° 8′ 36″	77	362	98	268
1 ,, 300	0° 11′ 28″	80	376	102	278
1 ,, 200	0° 17′ 11″	85	403	109	298
1 ,, 100	0° 34′ 23″	102	483	131	358
1 ,, 80	0° 42′ 58″	113	537	144	398
1 ,, 60	0° 57′ 18″	127	595	161	440
1 ,, 50	1° 8′ 6″	137	647	175	480
1 ,, 40	1° 25′ 57″	154	732	198	543
1 ,, 30	1° 54′ 27″	183	870	235	642
1 ,, 20	2° 51′ 21″	240	1128	306	834
1 ,, 10	5° 42′ 38″	410	1940	525	1432

The standard "horse power" is generally taken as equal to 33,000 lbs. raised one foot high per minute. This is based on the fact that a dray horse raised a weight of 150 lbs. at the rate of 2½ miles an hour, or 220 feet per minute. A powerful horse is capable of exerting a steady pull of 250 lbs. during a day of eight hours.

Farm roads should be about 18 feet in width. The weight of stone broken to a proper size for covering roads, and the quantity which an able-bodied labourer will break in a day, may be stated as follows:—

Description.	Degree of hardness.	Cubic ft. per ton.	Cubic ft. broken per day.
Whinstone or Granite	Hardest & toughest	13·7	36
Limestone or Flint .	Medium hardness .	15·	54
Limestone or Sandstone	Brittle . . .	16·	72
Gravel	—	21·	—

GEOLOGICAL FORMATION.

Although the surface soil undoubtedly appeals with more force to the agriculturist than the rocks on which it rests, yet the latter is well deserving the attention of the practical valuer. Where the surface soil is of an indigenous or sedentary nature, the geological formation may, of course, be at once identified, but as a large portion of this country is covered by drift or transported soils, the subjacent rocks cannot always be determined by an examination of the surface only. This accounts for the seeming discrepancies between the superficial deposits and the subjacent rocks, as exhibited by the Drift and Geological Maps respectively of the

Ordnance Survey; the character of the surface soils being, in many cases, totally different from that of the rock formation on which they rest.

It is worthy of note that the different substrata dip towards the south-east, and crop out towards the north-west. The older formations are, therefore, on the north-western side of the country.

The following statement, taken chiefly from Professor Wrightson's excellent little work on agriculture, gives the order of superposition of the principal geological formations, with a short notice of the agricultural character of each.

CAINOZOIC OR TERTIARY PERIOD.

Recent, Post-Pliocene, and Pliocene Formations.

Alluvial Deposits and Peat Soils.

Alluvial soils accompany the course of rivers, and occur especially at their mouths, deltas or estuaries. Very abundant in Holderness, South-East Yorkshire, North Lincolnshire, and the fen and marsh lands of East Anglia, Romney Marsh, &c. Generally speaking very fertile and flat, form remarkably good land round Boston, Spalding, and Long Sutton. Good examples of peat soils are found extending across Deeping Fen, and part of South Holland (Lincoln) for a breadth of eight miles, also in Thurlby Fen, East Fen, and the Bradford Level, Cambridgeshire, Huntingdonshire, &c.

Post Pliocene. Newer Pliocene. Glacial Drift of Scotland and North Wales, &c., Norwich Crag.

Soils derived from drifted material, varies much in quality, and often "masks" or covers the underlying rock, giving a poorer soil than might be expected.

Older Pliocene. Suffolk Crag.

Forms a strip of fertile land a few miles in width in the south-east of Suffolk. When blended with the soils of the "London clay," gives particularly fertile soil.

Oligocene Formation.

Hempstead Beds Marine and Fresh Water Strata.

Occur sparingly in northern part of the Isle of Wight, as marine clays, and marls.

Fluvio Marine. Strata of Bembridge, &c.

Occur near Yarmouth, Isle of Wight, as marls, clays, and limestones.

Eocene Formation.

Middle Eocene. Bagshot Sands. Lower Bagshot Sands.

Occur as sands and clays in Isle of Wight, and Sandy soils around Bagshot, interrupting the general clayey character of the area occupied by London clay.

Oolite Formation.

Upper Oolite. Purbeck Beds, Portland Stone, Kimmeridge Clay.

Upper Oolite is chiefly represented by the Kimmeridge clay, a tough, greyish, impervious, but often calcareous, soil and subsoil, of fair quality. Gives the excellent pastures of North Wilts and

Aylesbury, extends from the western coast of Dorset, in a north-west direction to the north of Norfolk. It also occurs as a clay tract in Lincolnshire and Yorkshire, east of Scarborough.

Middle Oolite. Coral Rag, Upper Beds, Oxford Clay, Kelloway Rock.

By far the most extensive member of the Middle Oolite is the Oxford clay, which often blends with the Kimmeridge, and the two then form one continuous tract of clay land extending from Dorset to Norfolk, and from the Wash through Lincolnshire, as "the clays" into Yorkshire. Forms an important tract of clay land in Hants, Beds, and Bucks, Oxon, and Wilts. The Oxford clay is naturally poorer than the Kimmeridge. Is in many cases left as pasture. Very expensive to work.

Lower Oolite. Cornbrash, ForestMarble, Great Oolite, Stonesfield Slate, Fuller's Earth, Inferior Oolite.

The Lower Oolites produce soils of variable quality. The "cornbrash" has the character of yielding good land; the forest marble, heavier soils of moderate fertility; Fuller's earth, clay soils; the Great Oolite and Inferior Oolites, light soils, good for barley and sheep. This formation sweeps through England from Yorkshire to Dorset. It forms the Cleveland Hills (uncultivated) in Yorkshire, the "Heath" district of Lincolnshire, a nice free district of sheep-land. A fine agricultural tract in Northamptonshire, around Kettering and Rockingham. Passing Stoney Stratford, it enters Oxford, and from the Stonebrash district of free land, approaching to good quality, around Chipping Norton and Burford. In Gloucestershire it constitutes the Cotswold Hills, 297,800 acres in extent, famous for sheep, but of thin, poor soil. Similar land is found in Wilts and Somerset, where it gives rich sandy looms, and a considerable tract of useful free soil in Dorset.

Lower Eocene. London Clay, Thanet Sands.

The London clay yields tenacious brown and bluish-grey clay. Forms a portion of South-east Suffolk, most of Essex, North Kent, all of Middlesex, South Berks, South Hants, and sparingly in Wilts. Expensive to work, often in grass, but much improved by applications of chalk, and when well farmed grows excellent wheat.

MESOZOIC OR SECONDARY PERIOD.

Cretaceous Formation.

Upper Cretaceous. Upper Chalk, softer, and containing Flints. Lower Chalk, harder, richer, and towards bottom passes into Marl.

Good sheep land, and, on the whole, a valuable agricultural tract of moderate fertility; a considerable area of Upper Chalk is still unbroken up; remainder usually in tillage, and well adapted for corn, clover, and leguminous crops; soil white or light, and often thin. Occurs as wolds of Yorkshire and Lincolnshire, and as downs in Norfolk, Suffolk, Herts, Essex, Cambridge, Bucks, Oxon, Wilts, Hants, Dorset, Sussex, Surrey, and Kent. The natural habitat of down sheep.

Upper Green Sand. Very fertile, especially when blended with marls of the Lower Chalk. Grow hops and fruit at Farnham and in Kent; very good land in Bedfordshire.

Gault Clay. A blue impervious clay; occurs near Sevenoaks, in Kent, and in Cambridgeshire and Hunts.

Lower Green Sand. Very unproductive in Kent, Surrey, Sussex, and Devon, and often forms barren heaths. The green sand is generally found on the north-west boundary of the Chalk range as a sort of ribband.

Lower Cretaceous. Sands of Folkestone, Sandgate, and Hythe. Unimportant agriculturally.

Weald Clay of Surrey, Kent, and Sussex. Fine-grained clay, difficult and critical to work. Much of it is in wood, and some in pasture; forms the beautiful district of the Weald of Sussex.

Hastings Sands. Produce a poor, brown, sandy loam, often in heath and brush, or pasture, but with proper cultivation may be made to grow good crops. Occur in Sussex.

Lias Formation.

Upper Lias. Middle Lias. Lower Lias. Usually a blue clay, often of good quality, and varying in tenacity. It is sometimes a poor and tenacious clay;

much of it is in pasture, as in Leicestershire. Occurs in Yorkshire, as "Cleveland," a district of good clay soil; seen at Northallerton and Thirsk, as clay land, in Yorks; at Burton and Newark, in Notts; forms the Leicestershire grazing district; passes Rugby and South Warwickshire, most of Worcestershire, and past Evesham and Tewkesbury to the Severn; reappears as rich land in Somerset. The vales of Gloucester, Evesham, and Berkeley are characteristic examples of the Lias clay soils; and it constitutes the dairy districts of Somersetshire, Gloucestershire, Warwickshire, and Leicestershire.

Trias Formation.

Upper Trias. New Red Sandstone. *Middle Trias,* Wanting in England.

Yields a deep red, and often rich, soil. Must be looked upon as highly favourable to agricultural operations. Forms a fine tract in Cumberland, around Carlisle; is covered with drift clay, which gives a poor soil in Durham; yields rich turnip land in North Riding, Yorkshire; a tract of very variable fertility, known as the "Vale of York," masked with peat and alluvial deposit in Howdenshire, and around Selby, in South Yorkshire; yields light loams in West Notts; forms the "Garden of Derbyshire."

Lower Trias. Lower New Red Sandstone.

Yields soils of high fertility in West Leicestershire and Warwickshire; excellent land in Worcester, Shropshire, Cheshire, and West Lancashire.

Permian Formation.

Chiefly Magnesian Limestone.

This formation commences at Nottingham and runs due north, maintaining a variable width of from 2 to 6 miles, until it terminates at Cottering, in Yorks. It also forms a large tract in East Durham, where it forms the coast line from Hartlepool to Shields. In the first-named expanse it forms free, but not fertile, soils. In Durham it is usually masked with drift clay. Yields excellent limestone for plastering and inside work.

PALÆOZOIC OR PRIMARY PERIOD.

Carboniferous Formation.

Upper Carboniferous. Coal Measures

Consists of alternate beds of indurated bluish-black clay (coal shale), silicious sandstone, &c. Almost universally yields soils of inferior agricultural quality. The coal-fields are, therefore, not favourable to agricultural enterprise, although from their mineral wealth they are of immense value. The chief coal-fields are those of Northumberland and Durham, Yorkshire, Lancashire, Cumberland, Staffordshire, Bewdley, Warwickshire, Bristol, Forest of Dean, and the great field of South Wales. It will be noticed that many of these coal-fields, so to speak, interrupt the general prevalence of New Red Sandstone in the Midlands, and interpose what are called "black countries" between fine agricultural regions. The districts just named are rich in large towns, such as Liverpool, Manchester, Sheffield, Birmingham, Wolverhampton, Bristol, &c.

Millstone Grit, Yoredale Rocks.

Fill up the space between the Yorkshire and Lancashire coal-fields, and cover a considerable tract in Yorkshire, Durham, and Lancashire. They form a tract in Central and North-west Derbyshire, run into Cheshire, and touch the North Staffordshire coal-fields. They also occur in Cornwall and Devon. Often form uncultivated tracts of high-lying and rolling country, much of them being under larch and plantation in the north. When cultivated they give a light, free-working soil, of somewhat coarse sandy texture.

Lower Carboniferous. Mountain Limestone, Carboniferous Limestone of Scotland.

Mountain limestone forms the greater part of the surface of Northumberland, a considerable proportion of Durham, West Yorkshire, and Derbyshire. It surrounds the Bristol and South Wales coal-fields. Much of it is uncultivated, and it belongs rather to the more purely picturesque portions of the country than to those devoted to farming.

Devonian, or Old Red Sandstone Formation.

Upper Devonian. Middle Devonian. Lower Devonian.

Occur in the north and west, form soils of noted fertility in Inverness, and are the basis of the celebrated East Lothian farming; yield first-rate wheat, hop, and fruit land in Hereford, Devon, Cornwall, and Monmouthshire, as also in South Wales. The Upper formation is composed of red and yellow sandstones, conglomerates, slates, and limestones; the Middle of cornstones, marls, limestones, and schists; and the Lower of marls, flagstones, limestones, conglomerates, and tilestones. Of these the cornstone division gives the soils of greatest richness. Many instances might be given to show the fertility of these soils. They often are worth £5 per acre to farm, and are said to ripen wheat in Scotland farther north than any other sort of land. On the other hand the Upper Devonian soils are often worthless, and the limestones of the Lower Devonian also yield barren and unreclaimed land in the north of Scotland.

Silurian Formation.

Upper Silurian.
Ludlow Rocks, Upper and Lower.
Wenlock Limestone and Shales.
Mayhill Sandstone, &c.

Lower Silurian.
Bala and Caradoc Beds.
Llandeilo Flags, &c.

Cambrian Formation.

Upper Cambrian.
Tremadoc Slates.
Lingula Flags.

Lower Cambrian.
Longmynd Group, comprising the Harlech Grits and Llanberies States.

Laurentian Formation.

Upper Laurentian.
Fundamental Gneiss of the Hebrides.

These formations, no doubt, frequently yield land of fair or even good quality, but they occupy the high-lying and mountainous parts of the country, such as North Wales, the Cumberland Lake district, the mountains of the north and west of Scotland.

It is, perhaps, scarcely within the province of the agricultural valuer to determine, with any marked degree of accuracy, the value of the minerals underlying a property; although he will often be called on for an opinion as to their probable value. The following statement gives the principal substances found in the different groups of strata already enumerated:—

Tertiaries	Brick clays, pipe clay, septaria or cement stones, gypsum, coprolite, sand.
Cretaceous.	Lime, brick clays, flints, fuller's earth.
Wealden.	Clays, sand for glass works.
Oolites and Lias	Iron ores, alum shales, jet, cement stone, lime, clays, building stone.
Trias and Permian	Salt, gypsum, brick clays, building stone.
Carboniferous	Coal, limestone, fire-clay, oil shales, lime, sandstones, marbles, zinc, lead, silver, baryta.
Devonian.	Tin, copper, sulphur ores, flagstones.
Silurian.	Lime, lead, copper.
Cambrian.	Slate, zinc, lead, copper.

SOILS.

In dealing with agricultural holdings, the soil unquestionably forms the chief point for consideration, for while other matters influence the rental value, it is nevertheless directly controlled by the nature of the soil. Though it is difficult to define the value of a soil from the percentage of its component parts of clay, sand and calcareous matter, yet it is a recognised geological maxim that the fertility of a soil will be greater the more varied is its lithological character.

The natural fertility of a soil is, comparatively speaking, a permanent quality, and is the chief element in determining the rental value of the land. Acquired fertility or condition is a quality due to the accumulation within the soil of manurial matters applied by the tenant, and may therefore be looked on as his property.

In order to possess the highest degree of fertility, a soil must be sufficiently porous to allow of superfluous water passing away, but at the same time capable of retaining the necessary moisture required for the use of growing crops, even in times of protracted drought; its texture should be firm enough to afford the necessary protection to root fibres, and yet allow of their free passage in search of nutriment. It must also contain all the requisite materials for supplying ash constituents to plants in an immediate available condition, while at the same time free from substances prejudicial to their growth.

"Every field contains a *maximum* of one or several nutritive substances. It is by the *minimum* that the crops are governed, be it lime, potash, nitrogen, phosphoric acid, magnesia, or any other mineral constituent." (Liebig's "Law of Minimum.")

An experienced and observant valuer can often give some very valuable suggestions as to the application of certain manures, for the purpose of supplying, in the most economical form, the particular constituents of which the soil under consideration happens to be deficient.*

Soils are generally described according to the predominance of either clay, sand, lime, or vegetable matter in their composition. The following classification is based on the method adopted by Schübler many years since:—

Name of Soil.	Percentage of Sand.	Percentage of Clay.
Sand	80 to 100	— to 20
Sandy Loam . . .	60 „ 80	20 „ 40
Loam	40 „ 60	40 „ 60
Clay Loam	20 „ 40	60 „ 80
Clay	— „ 20	80 „ 100

Soils containing from 5 to 20 per cent. of lime are described as marls, while those containing over 20 per cent. of lime are treated as calcareous, being either argillaceous, loamy, or of vegetable character, according as they coincide in their proportions of clay and sand with the above table.

Soils containing 5 per cent. and upwards of humus are described as either clayey, loamy or sandy vegetable soils, according to the predominance of each of these elements.

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* The writer has witnessed the most gratifying results attend the application of Thomas' Phosphate Powder on poor clay lands in Yorkshire sown to pasture, and of potash applied to arable land on the Wealden clay formation in Kent, when other manurial constituents seemed to have little or no effect.

The above classes are again divided into *poor*, *intermediate*, and *rich* soils. A poor soil contains from ·0 to ·5 of vegetable matter; an intermediate soil must contain from ·5 to 1·5 of vegetable matter; and a rich soil must have from 1·5 to 5 per cent. of the same.

The maximum of fertility in the natural state is a rich pasture—usually on an alluvial soil—capable of fattening an ox and two sheep on an acre. The minimum of fertility might be exemplified by a bleak mountain pasture where ten acres will barely maintain a sheep.

The best pastures are composed almost entirely of the following permanent grasses :—

Annual Meadow Grass (*Poa annua*).
Cocksfoot Grass (*Dactylis glomerata*).
Crested Dogstail Grass (*Cynosurus cristatus*).
Creeping Vetch (*Vicia sepium*).
Great Meadow Catstail Grass (*Phleum pratense*).
Hard Fescue Grass (*Festuca duriuscula*).
Meadow Foxtail (*Alopecurus pratensis*).
Meadow Fescue (*Festuca pratensis*).
Meadow Oat Grass (*Avena pratensis*).
Meadow Barley Grass (*Hordeum pratense*).
Perennial Red Clover (*Trifolium pratense perenne*).
Rye Grass (*Lolium perenne*).
Rough-stalked Meadow Grass (*Poa trivialis*).
Sweet-scented Vernal (*Anthoxanthum odoratum*).
Smooth-stalked Meadow (*Poa pratensis*).
Tall Oatlike Soft Grass (*Holcus avenaceus*).
Dutch Clover (*Trifolium repens*).
Yellow Oat Grass (*Avena flavescens*).

The following plants indicate *very dry light soils.*

Common Bent Grass (*Agrostis vulgaris*).
Crested Hair Grass (*Aira cristata*).
Canterbury Bells (*Campanula glomerata*).
Common Heath (*Erica vulgaris*).
Heathbell Flower (*Campanula rotundifolia*).
Sheep's Fescue Grass (*Festuca ovina*).
Wavy Mountain Hair Grass (*Aira flexuosa*).
Wild Sainfoin (*Onobrychis sativa*).
Wild Thyme (*Thymes serpyllum*).
Yellow Ladies' Bed Straw (*Gallium verum*).

The undermentioned plants indicate *cold, wet land :—*

Blue Button (*Scabiosa succisa*).
Blue Bottle (*Centaurea calcitrapa*).
Coltsfoot (*Tussilaga farfara*).
Cowslip (*Primula veris*).
Carnation Grass (*Carex*).
Floating Foxtail Grass (*Alopecurus geniculatus*).
Marsh Bent Grass (*Agrostis palustris*).
Marsh Plume Thistle (*Cnicus palustris*).
Mare's Tail (*Hippuris vulgaris*).
Silver Weed (*Potentilla aseniana*).
Tufted Hair Grass (*Aira cæspitosa*).
Water Hair Grass (*Aira aquatica*).
Yellow Rattle (*Rhinanthus cristi galli*).

In addition to the difference in species of the grasses found on various soils, a good deal may be learned from the character of their growth. On good land the blade grows full and broad; on poor, wet land it generally looks stunted; whilst on thin, sandy soils it is apt to be thin and wiry.

MANSION.

From a sanitary point of view the situation and aspect of a house are two of its most important features, as, unlike defects of construction, the former can only be overcome by pulling down and rebuilding. The best situation is the slope of a hill facing between S.S.E. and S.W., high enough to insure a good fall for drainage, and low enough down to secure thorough protection from the cold winds of east and north.

A northerly aspect is always bleak and cold, and generally damp.

An easterly aspect is cold, especially in the spring; but it is fairly dry.

A southerly aspect combines as much of warmth, dryness, and sunshine, as the peculiarities of the climate will allow.

A westerly aspect is warm but rather damp, being exposed to the most boisterous and rainy gales, which, especially on the Channel coast, come generally from the south-west.

The most healthy strata to reside on are: granite, metamorphic and trap, chalk, sandstone, deep high-lying gravel, and *well-drained* clay.

In the arrangement of the house, the principal rooms should be adapted to their several purposes.

The dining-room should not have a south or west aspect; the width should in no case be less than 14 feet 6 inches; and the apartment should be within convenient distance of the kitchen.

The drawing-room should be on the south side and command a pleasant outlook.

The morning-room and breakfast-room should be on the east or south-east side of the house.

The library may have either an eastern or western aspect, but the latter would seem the most desirable.

The billiard-room must, of course, have a skylight the same size as the table, and be not less than 31 feet by 25 feet, if a sufficient space for spectators is to be allowed.

The smoking-room should have an aspect inclining westerly, and be well ventilated.

The bedrooms require careful ventilation, the sleeper being kept free from draught. They should also be proportionate in size and number to the requirements of the house.

Nurseries and schoolrooms should be, as far as possible, shut off from the other parts of the house.

The domestic offices may be disposed as found most convenient; but they should be well shut off from the residential portion of the house, be sufficient in size, and neither larder nor dairy should ever have a south or west exposure.

Among other important matters for consideration are the water supply, drainage, and general construction.

The stabling should be placed within a convenient distance at the rear of the house, and should comprise the necessary accommodation, by way of stalls and loose boxes, coach-houses, harness-rooms, grooms' rooms, hay and corn lofts, &c., commensurate with the probable requirements of the establishment.

In estimating the rental value of a country mansion regard should be had to the cost of up-keep of the pleasure grounds. Some grounds have been laid out regardless of expense, and are undoubtedly very beautiful; other grounds upon which comparatively little expenditure has been made by way of ornamentation, will be found exceedingly pretty. The first has an acquired beauty which necessitates a heavy annual outlay for up-keep; in the latter case the natural beauty of the surroundings has been economically utilised, and the subsequent annual expenditure reduced to a minimum. The expense of up-keep is not, of course, always in proportion to the original cost of formation, but it is very often so.

As a rule it is not an easy matter to estimate the rental value of country mansions, for such value is often out of all proportion to the original cost of construction of the building. The rental value generally depends on distance from London, towns, railway-station; attractiveness of country as regards salubrity, scenery, society, and sporting; substantiality, tenantable condition, arrangement and appearance.

An estimate of the cost of construction may be obtained by cubing the various dimensions of the residence, on the same principle as more fully described under the heading of "Farm-houses" (page 28). The cost of constructing large country houses varies from 9d., for very ordinary buildings, to 1s. 2d. per cubic foot for first-class mansions.

As illustrating the expense of erecting large buildings, the following instances may be quoted: Houses of Parliament, 2s. 6d.; British Museum, 1s. 6d.; Foreign Office, 1s. 0¾d.; Royal Exchange, 11d.; Colonial Chambers, Fenchurch Street, 10d.; St. Thomas's Hospital, 9d.; Manchester Assize Courts, 9½d.; Birmingham Exchange and Offices, 6d. per cubic foot respectively.

FARM-HOUSES.

In valuing agricultural occupations it is customary to assume that there is a suitable farm-house, and that the buildings afford the necessary accommodation for the proper working of the farm. Although no rental value is placed on such house or buildings, a deduction is made, either by a percentage from the annual rental value of the farm, or by means of a lump sum from its capitalised value, for any insufficiency of building accommodation. In estimating the value for purposes of sale or exchange, dilapidations are also carefully estimated, and the sum which the buildings require expended upon them, in order to put them in fair tenantable condition to command the estimated rent, is deducted from the capitalised value.

It is sometimes necessary to estimate the cost of construction of farm-houses by means of cubing. The measurements should be taken half-way between the lowest floor and the foundations, to half-way up the roof, except where there is an attic, in which case three-fourths of the height of the roof should be included for the height: and the length of the sides would be taken for the length and width.

E.g.—Supposing a house 50 feet long, with a mean width of 36 feet, and a height of 26 feet.

feet
50 length
36 width

300
150

1800
26 height

10800
3600

46800

feet
46,800 at 5d.
5

12)234000

20)19500

975

The cost therefore works out at £975.

The proximity of building materials will of course control in a great measure the cost per cubic foot of the construction; but the undermentioned prices will be found applicable to ordinary farm-houses.

Where good building stone or bricks, lime, and timber can be obtained within two miles of the site at a reasonable price, 4½d. to 5d. per cubic foot will be found sufficient to cover the cost of erecting a farmhouse.

In cases where the haulage is more expensive, the cost varies from 6d. to 8d. per cubic foot, according to distance.

FARM BUILDINGS.

It is essential that the Farm Buildings be arranged and fitted so as to permit of the most economical use of cattle-food and litter, and facilitate the proper execution of the work connected with this department, at the minimum of cost.

They should occupy a situation insuring, as far as possible, abundant water supply, good drainage, freedom from damp, and a sheltered yet airy situation; while being at the same time as near the centre of the farm as possible, and abutting upon a hard road. The best aspect is south-east by south.

In estimating the rental value of a farm, it is not customary to put a separate yearly value on the buildings. Where necessary, an estimate of the cost of construction may be obtained by cubing, upon the same principle as previously described for farm-houses. The cost per cubic foot varies from

3d. to 4d., where materials can be purchased on favourable terms within two miles of the site, to 4½d. and 5½d., where the work has to be executed under less favourable conditions.

Hay or other similar sheds may be erected for from £3 to £5 per square.

The cost of corrugated iron roofing, including rivets and labour of fixing, varies from 25s. to 50s. per square.

Mr. Bailey Denton, in his "Farm Homesteads of England," states: Assuming that everything is substantially done, farms of 1,000 acres and upwards of tillage and mixed husbandry, will require an outlay in house and homestead of £4,000 to £5,000, or £4 10s. per acre; that farms of between 500 and 1,000 acres of tillage and mixed husbandry, will require an outlay of £2,500 to £4,000, or £6 per acre; and that farms of between 200 and 500 acres of mixed or dairy husbandry, will require an outlay of £1,500 to £3,000, or £7 per acre.

Although the adoption of cheaper materials and methods of construction has undoubtedly had a tendency to reduce in proportion the outlay on farm buildings erected within the past few years, yet the increased accommodation necessary to meet the altered requirements of our modern system of agriculture entails an outlay which on the whole is scarcely below that of twenty years ago.

Covered yards are becoming general in many parts of the country, and having regard to the fact that about 70 per cent. of the nitrogenous substances contained in food, is voided as liquid excrement, a large portion of which, in the case of open yards, passes away with the surface water, it is not a matter for surprise that efforts should be made to prevent this waste. The improved shelter also economises food, warmth being an equivalent for food.

INTERIOR DIMENSIONS OF FARM BUILDINGS.

Description.	Length.		Breadth.		Height.	
	ft.	in.	ft.	in.	ft.	in.
Barn	40	0	20	0	20	0
Straw Barn	60	0	20	0	20	0
Stable, for each horse . . .	6	0	18	0	9	0
Loose Box, for each horse . .	12	0	12	0	9	0
Cowhouse, double stalls . .	8	0	30	0	8	0
,, single stalls . . .	8	0	18	0	8	0
Cattle-Feeding Boxes, double .	10	0	20	0	8	0
,, ,, ,, single	10	0	10	0	8	0
Root House	20	0	20	0	10	0
Cattle sheds, for each beast . .	5	0	15	0	8	0
Fold Yards, ,, ,,	5	0	30	0	—	
Pigstyes, for three animals .	6	0	15	0	8	0
Cartsheds, each arch . .	8	0	20	0	10	0
Poultry House	18	0	18	0	9	0
Boxes for Sick Cattle . . .	9	0	18	0	9	0

COTTAGES.

No estate can be considered fully equipped without a full complement of cottages. The number of rooms in farm cottages need not exceed five, but they may often be less than this number. In blocks of cottages the number of rooms should be varied from two in the smallest cottage, to five in the largest. Living-rooms should have a superficial area of not less than 150 feet, and the height of ceiling eight feet.

The difference between a south and north aspect is about equal to two months' firing in favour of the former.

Every cottage should be provided with a privy, also with a coal and wood house and ashpit; a water supply within easy distance; a garden of about one rood in extent.

The following sums may be taken as representing the approximate cost of cottages well built of stone, and finished in a substantial and suitable style, with pantries and detached out-houses:—

Two-Roomed Cottages	£85	to	£120	each.
Three ,, ,,	£105	,,	£140	,,
Four ,, ,,	£130	,,	£180	,,
Five ,, ,,	£170	,,	£250	,,

Similar cottages built of brick would probably cost about ten per cent. less than the above figures.

In estimating the cost of construction by cubing, the price varies from 4½d. to 6d. per cubic foot.

DRAINAGE.

The drainage of land is a matter of the first importance, for whatever the composition or natural capability may be, the fertility of a soil is nevertheless materially dependent on its permeability.

"When land is drained no furrows keep,
But lay it flat and plough it deep." (*Bailey Denton.*)

Fall.—According to the observation of Smeaton, small rivers and large brooks require a fall of about 1 in 2,600, while ditches and covered drains require at least 8 feet per mile, or 1 in 660.

A fall of 1 in 200 will afford good drainage of medium soils. A fall of 2 to 3 in 100 is desirable for stiff clays.

Distance between Drains.—The distance between drains, on strong clays, may be from four to six times the depth; on strong loams six to eight times the depth; and on light soils eight to ten times the depth.

The distance between drains, given in inches, is generally divisible by 18, that being the width of ground moved at a single bout of ordinary ploughing.

The following table gives the number of rods and pipes per acre, with drains at various distances apart:—

Distance between the drains.	Rods (5½ yards) per acre.	12-inch pipes.	13-inch pipes.	14-inch pipes.	15-inch pipes.
15	176	2,904	2,680	2,489	2,323
18	146	2,420	2,234	2,074	1,936
21	125	2,074	1,915	1,778	1,659
24	110	1,815	1,676	1,555	1,452
27	97	1,613	1,489	1,383	1,290
30	88	1,452	1,340	1,244	1,161
33	80	1,320	1,219	1,131	1,056
36	72	1,210	1,117	1,037	968

The following table gives the proportionate cost of digging, laying pipes, and filling drains, with the total cost of the operations mentioned, at per rod of 5½ yards, in terms of day's work,* for drains of different depths:—

Depth in feet.	Digging drains.	Laying pipes.	Filling drains.	Total.
2½	·08	·015	·025	·12
3	·15	·015	·04	·205
4	·2	·015	·055	270
5	·33	·020	·07	·42

For main drains, or for small drains requiring the use of picks, add from 30 to 50 per cent. to the above figures.

In peat land, drains should be cleared every three or four years.

In low land 2-inch pipes usually require to be relaid every fifteen years.

In fields where the fall is considerable, drains often last twenty-five years.

Among the good effects of drainage may be mentioned the following :—

a. Soils are more easily and sooner worked.
b. A greater depth of soil may be cultivated.
c. Lime and manure act better.
d. Seed time and harvest are earlier.
e The crops are improved.
f. Good natural grasses spring up.
g. Green cropping can be introduced.
h. Bare fallowing may be dispensed with.
i. The health of the live stock is improved.

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* For table showing cost in money of draining per acre, see *post*, p. 167.

Every inch of additional depth cultivated is a gain of 100 tons of active soil per acre.

The difference between ploughing drained and undrained land cannot be put less than one shilling per acre for each ploughing.

The temperature of the soil is raised in summer as much as 3°, which, in effect, is equal to transporting it 150 miles southwards.

On the other hand, all nitrogenous manures are readily convertible into the soluble form, and unless a system of winter cropping be followed on arable land, a considerable portion of the nitrogen will probably pass away through the drains.

WOODLANDS.

The presence of woods in well-proportioned number and judiciously dispersed, with well-grown ornamental trees in the neighbourhood of the mansion, materially increases the value of an estate, apart from the commercial or intrinsic worth of the timber. Besides adding beauty to an estate, woodlands also afford valuable shelter for live-stock and game.

It is well to bear in mind that shelter is one of the climatic conditions which may be controlled, and in reporting on an estate, the experienced valuer can often give some very valuable suggestions as to improving the property, by the formation of belts of coniferous and deciduous trees.

In estimating the annual value of an estate, the rental value of the land on which the timber or plantations are growing should be taken in its unimproved state, the crop being usually dealt with in a subsequent and distinct valuation.

In valuing young plantations, it is customary to estimate the cost of formation, including fencing, draining, cost of plants, and planting, and the annual value per acre of the land in its unimproved state, with compound interest on the whole—the rate being governed by the prospects of the crop—for the time expired since the date of planting.

Trees measuring over six inches quarter-girth are generally measured or estimated separately. There are two methods of doing this. The first is by simply judging the length and girth of each tree by the eye; and the second is to have each tree measured by means of a pole to get the length, and by a tape to get the quarter-girth. The first method presumes considerable practical experience on the part of the operator, but it is undoubtedly the best.

Having judged the length and quarter-girth, many practical timber valuers complete the cubic contents of each tree by head, and call the number of feet to the bookkeeper. This method may appear a rather formidable task to the young beginner, though he will be abundantly compensated for the trouble he takes in mastering the art of working such calculations by head. For this purpose the following table, compiled by the writer for his own use, will be found of service.

TABLE FOR CALCULATING CONTENTS OF STANDING TIMBER.

Quarter girth.	Area.	Multiple of length for contents.	Quarter girth.	Area.	Multiple of length for contents.	Quarter girth.	Area.	Multiple of length for contents.
Inch.	Feet.		Inch.	Feet.		Inch.	Feet.	
6	·250	$\frac{1}{4}$	16	1·777	$1\frac{3}{4}$	26	4·694	$4\frac{2}{3}$
7	·340	$\frac{1}{3}$	17	2·006	2	27	5·062	5
8	·444	$\frac{4}{9}$	18	2.250	$2\frac{1}{4}$	28	5·444	$5\frac{1}{2}$
9	·562	$\frac{1}{2}$*	19	2·506	$2\frac{1}{2}$	29	5·840	$5\frac{4}{5}$*
10	·694	$\frac{7}{12}$	20	2·777	$2\frac{3}{4}$	30	6·250	$6\frac{1}{4}$
11	·840	$\frac{4}{5}$	21	3·062	3	31	6·673	$6\frac{2}{3}$
12	1·000	1	22	3·362	$3\frac{1}{3}$	32	7·111	$7\frac{1}{9}$
13	1·174	$1\frac{1}{6}$	23	3·673	$3\frac{2}{3}$	33	7·562	$7\frac{1}{2}$*
14	1·361	$1\frac{1}{3}$	24	4·000	4	34	8·027	8
15	1·562	$1\frac{1}{2}$	25	4·340	$4\frac{1}{3}$	35	8·506	$8\frac{1}{2}$

* For every 16 feet in length, add 1 foot to contents.

E.g.—Required the contents of a tree 26 feet long and 23 inches quarter-girth?

Length 27 feet × $3\frac{2}{3}$ feet = 99 cubic feet contents.

The contents may also be ascertained by means of the slide-rule, or by timber tables. In using the slide-rule for working the above calculation, move the length (27 feet) on slide to 12 on D. line, and above the quarter-girth (23 inches), on D. line, will be found the contents (99 feet) on C. line.

The current (1910) values of standing timber are given in the following table:—

	Per cubic foot.		Per cubic foot.
Oak, under 10 ft.	9d. to 1/3	Cherry (wild)	8d. to 1/6
,, 10 & under 20 ft.	1/- to 1/6	Chestnut (horse)	6d. to 10d.
,, 20 & under 50 ft.	1/6 to 2/-	,, (Spanish)	1/- to 1/9
,, 50 ft. & upwards	2/- to 3/-	Holly	1/3 to 2/-
Ash	1/3 to 2/-	Lime	1/3 to 2/-
Elm	6d. to 1/-	Plane	10d. to 1/-
Beech	6d. to 1/-	Maple	6d. to 1/4
Larch	10d. to 1/6	Poplar	6d. to 10d.
Scotch and Spruce	4d. to 6d.	Sycamore	1/- to 1/6
Alder	8d. to 10d.	Walnut	1/6 to 2/6
Birch	8d. to 10d.	Willow	6d. to 1/6

The underwood is generally taken on the basis of annual value, multiplied by the number of years representing its growth at the date of valuation.*

Valuations of growing timber and underwood have often to be made under a condition providing that all trees down to the value of 1s. per stick shall be included, together with the underwood down to the stem. The vendor's representative would naturally hold out for *growing value*, in drawing the line as to what trees were worth 1s.; while the purchasers' representative, in contending for *commercial value*, would include only such trees as were worth 1s. in the open market. As this may lead to a considerable difference in the aggregate sums of their valuations, the vendor's agent should, in making the necessary provision, be careful to stipulate at which of the two values the trees were to be taken.

It will be obvious that such a clause would not apply to young plantations at all, and they would, therefore, pass to the purchaser of the estate free of charge.

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* For examples of such valuations see the writer's work on "Pole Plantations and Underwoods." Messrs. Crosby Lockwood & Son.

The cost of ordinary labour in connection with woodland is given in the following statement :—

	s.	d.		s.	d.
Cutting underwood, 9 to 14 years' growth, per acre	9	0	to	11	0
Making and tying in faggots, per 100	4	0	,,	4	6
Do do for oven	2	3	,,	3	0
Cutting hop poles		9	,,	1	3
Felling oak timber, per load of 50 feet	4	0	,,	6	6
Do other hardwood ,, ,,	3	6	,,	4	0
Do fir timber ,, ,,	2	0			
Clefting ash poles and making hurdles, per doz.	4	0	,,	5	0
Cleaving firewood per cord	3	6	,,	5	0
Burning charcoal per bus.		3			
Cutting open ditches, 18 in. at top, 12 in deep and 9 in. at bottom, per chain	3	6	,,	4	6
Scouring out ditches		9	,,	1	3

FENCES AND GATES.

Among the minor matters connected with the management of an estate, there are, perhaps, none calling for more constant attention than the fences and gates. In fact, it is often remarked by practical men that the general condition of a property can be judged from the state of the gates on it.

The cost of formation and subsequent labour in connection with the different kinds of fencing and gates, will be found in the following estimates :—

Hedge and ditch fence.	s.	d.
Digging ditch and forming bank per perch (5½ yds.)	2	6
Manuring and making trench for plants, and planting		2
Manure		6
50 hawthorn plants (4 in. apart) @ 20s. per 1000	1	0
3 stakes, 3½ ft. long @ 2d.		6
16½ ft. rail or barbed wire		6
Labour and carriage of posts and rails		6
Equal to a cost of 1s. per yard	5	8

Quick fence.	s.	d.
Digging trench 2½ ft. × 2½ ft., and manuring, per perch		6
Manure		6
Making trench for plants and planting		2
50 hawthorn plants (4 in. apart), @ 20s. per 1000	1	0
4 posts 4½ ft. long ,, 4d. each	1	4
16½ yards rail ,, 1d. per yard	1	6
Labour and carriage of posts and rails		8
Cost with single fence of post and rails	5	8
For double fence of post and rails add	3	6
	9	2

Stone Fence.—A man accustomed to the work will build 6 cubic yards of dry rubble wall in a day, for which he will require about 10 two-horse loads of stone.

Post and rail fence.	s.	d.		s.	d.
Squaring down and mortising 4 holed posts per score	4	6	to	5	0
,, ,, 3	3	4	,,	4	0
,, ,, 2	2	6	,,	3	0
Cleaving rails, per score		10	,,	1	0
,, stakes ,,		7½	,,		9
Fixing 4 rail mortised fence (labour only) per chain	3	8	,,	4	0
,, 3 ,, ,,	3	0	,,	3	6
,, 2 ,, ,,	2	6	,,	3	0

	s.	d.
5 in. oak posts, 6 ft. long, sawn square (labour and material) each	3	6
,, ,, 7 ft. ,,	4	0
6in. ,, 6 ft. ,,	5	3
,, ,, 7 ft. ,,	6	3

Sawn larch fencing, including materials and fixings :—

	s. d.		s. d.
4 rail mortised fence per chain	38 0	to	44 0
3 ,, ,,	33 0	,,	38 0
2 ,, ,,	27 0	,,	33 0
Clefting and making field gate	7 0	,,	9 0
Fixing post and hanging gate	4 6	,,	5 0

Iron and wire fencing.

5 bar (4 flat and one round) iron fencing 3ft. 6 in. above ground, including carriage and fixing, can be erected per yard	2 6
6 wire fencing 3ft. 6 in. above ground, with iron standards, including carriage and fixing, costs, per yard	1 0
10 ft. iron gates with pillars and fixing	30 0 to 50 0
Trimming hedges, per chain	2
Cutting down hedge, facing bank and putting on dead fence, per perch	7 to 10

WATER SUPPLY.

The importance of an abundant supply of good drinking water within convenient distance of each of the holdings on an estate, will be obvious, yet there are few large properties on which even the majority of the occupations are satisfactorily supplied.

In estimating the quantity of water required for a holding, an allowance of 20 gallons per day should be made for each man, woman, and child. Also allow per day for:—

Each Horse (drinking purposes 10 galls., washing 5 gals.)	15 gals.
,, Bullock	8 ,,
,, Sheep or Pig	1 ,,

If the source be rainfall, tanks capable of holding 120 days' supply should be provided.

The available rainfall from roofs may be roughly estimated at 18 inches per annum, as an average.

An inch of rain is about equal to 3,630 cubic feet, 22,622 imperial gallons, or 101·28 tons per acre.

Greatest depths of rain in short periods: 1 hour, 1 inch; 4 hours, 2 inches; 24 hours, 5 inches.

Dr. Parker gives the following characteristics of good water:—

Chloride of Sodium	should	not exceed	10	grains per	gallon.
Sulphate of Soda	,,	,,	6	,,	,,
Carbonate of Soda	,,	,,	20	,,	,,
Sulphate of Lime	,,	,,	3	,,	,,
Carbonate of Lime	,,	,,	14	,,	,,
Carbonate and Sulphate of Magnesia	,,	,,	3	,,	,,
Organic Matter	,,	,,	1½	,,	,,

These should not all be present in the above proportions at the same time, as the total quantity of solid matter should never exceed 30 grains per gallon, and water, to be considered pure and wholesome, should not, as a rule, contain more than 8 grains of solid matter, except in limestone districts, when it should be limited to 14 grains per gallon.

PLANS.

It is advisable in the majority of cases to supply two plans with an estate report, one coloured showing the occupations as they exist at the time of inspection, and the other the proposed improvements by way of re-arrangement of holdings, &c., or scheme of development for the purposes of realisation. In dealing with such plans, the following statement of scales of maps and plans will be found of service :—

Chains to 1 Inch.	Inches to 1 Mile.	Multiple of actual length	Remarks.
80	1·	$\frac{1}{63360}$	Ordnance Scale for Kingdom.
13·3	6·	$\frac{1}{10560}$	” ” Counties.
3·156	25·344	$\frac{1}{2500}$	” ” Parishes.
·63	126·72	$\frac{1}{500}$	” ” Towns.
1·	80·	$\frac{1}{792}$	
2·	40·	$\frac{1}{1584}$	
3·	26·6	$\frac{1}{2376}$	
4·	20·	$\frac{1}{3168}$	
5·	16·	$\frac{1}{3960}$	
6·	13·3	$\frac{1}{4752}$	

Schedules.—The schedules which accompany a report and valuation should give particulars of the farm-houses and buildings; the number of each field on the plan, together with the name of the enclosure, its cultivation and area. In some cases the value per acre is also given, in addition to the estimated rental value of the holding. At the foot of the schedule of fields, the name of the tenant, the nature of the tenancy, and amount of rental, are usually stated.

OUTGOINGS.

The ordinary outgoings on an estate consist of:—

Tithe rent-charge, which, under the Tithe Act of 1891, is now recoverable direct from the owner. This charge varies with the average yearly price of corn for the seven preceding years, and becomes due half-yearly on January 1st and July 1st, or April 1st and October 1st respectively.

Land Tax, which is levied on the basis of the Income Tax assessment, and is generally discharged by the owner. It is collected in January for the year ending on the following 6th day of April.

Other charges in respect of sums borrowed for the purpose of improving a property by draining or by increasing the building accommodation thereon, have often to be considered in the valuation of a property.

Poor Rates are levied on the tenant because of his occupation, and commence from the date of entry. With the exception of the sum chargeable on the lands in hand, these rates are invariably discharged by the tenants.

In addition to the foregoing deductions from income, there are payments for insurance, building materials and repairs, estate management, and other contingencies. These vary considerably, extending from 10 per cent. on a well-managed property with substantial buildings, to 25 per cent. where the buildings have been allowed to drift into such a state as to be constantly in need of reparation.

ESTIMATED RENTALS.

The amounts of the estimated rentals of the various occupations on an estate should be compared with the actual rents being paid for them at the date of valuation, as well as those paid during the years immediately preceding. Every instance in which an appreciable difference is found should be carefully reconsidered by the valuer, regard being had to the capabilities of each farm in its entirety, as well as of each field of which it is composed. The figures obtained by estimating the value of the saleable produce of a farm as a whole should, in fact, confirm the estimate arrived at by valuing each field in detail.

The rental value per acre of each field will, of course, depend on the inherent capabilities of the soil, in each case. The art of correctly determining this value can only be acquired by practical experience and observation, or as Mr.

Stephens concisely puts it in his "Book of the Farm," "Experience has taught practical men to come to a conclusion at once as to the capability of every soil *in the condition they view it*, and it is this criterion of the maturity of their judgment that stamps an intrinsic value on their advice. They estimate the acreable amount of grain which the land will produce, and the quantity of stock it will support, in the condition they see it; and calculating these at the current prices, the total value of the produce is ascertained, and the rent determined which the farm can afford to pay. Although they estimate the rent of the land in its existing condition, they judge besides whether the land is capable of producing more by better farming, and give the rent a latitude in the offer to be made. Upon this last uncertain element, however, many rents have been offered beyond the intrinsic value of the land."

Many experienced men in the profession advocate the use of a scale of values in making field valuations. The compilation of this scale is a work which the young valuer must of necessity do for himself. Selecting a typical soil, with the working and yield of which he is intimately acquainted, to represent each class, he will work out the cost and return in great detail. Schubler's division of soils will assist him in the construction of his scale of land values. Taking clay loams, for instance, we find them divided into *good*, *intermediate*, and *poor* qualities, the values of which, in the scale compiled by the writer for his own use, being 28s., 21s., and 14s. respectively for arable land. These sums are inclusive of land tax and tithes, both of which are now generally discharged by the landlord, but exclusive of parochial rates for which the tenant is liable.

The above values per acre would be based on a full course of cropping, as more fully described in the following statement of cost and return.

COST PER ACRE.

1st year.—Wheat after Grass Seeds.

	s.	d.	£	s.	d.
Making dung, filling, carting, and spreading same 15 loads per acre @ 1/-				15	0
Ploughing				10	0
Two double harrowings				2	6
Seed 2½ bushels @ 5/				12	6
Drilling seed				2	6
Harrowing				1	6
Water furrowing				1	0
Bird scaring at seed time and harvest				3	0
Rolling				1	0
Hoeing				4	6
Hand weeding				2	0
Cutting corn				9	0
Pitching, carrying, stacking, and thatching				8	0
Threshing by steam power (4 qrs.)				10	0
Carriage to market				5	0
			4	7	6
Parochial rates, say	3	0			
Interest on capital expended on other than horse labour, and risk, say	7	6		10	6
			£4	18	0

2nd year.—Turnips.

	£	s.	d.
Cultivating		5	0
Harrowing double		3	0
Collecting and burning weeds		3	0
Deep ploughing		12	0
Water furrowing		1	0
Harrowing double		3	0
Cultivating		5	0
Harrowing		1	6
Rolling		1	6
Gathering and burning weeds		2	6
Ploughing		9	0
Harrowing		1	6
Rolling		1	6
Superphosphate and mixing		18	0
Drilling		2	0
Seed		2	6
Harrowing		1	6
Two horse-hoeings		4	6
Hand-hoeing		5	0
Two horse-hoeings		4	0
Hand-hoeing		3	0
Harvesting and pitting		14	0
	5	4	0
Rates and interest as before		10	6
	£5	14	6

3rd year.—Oats.

	£	s.	d.
Ploughing		9	0
Two double harrowings		3	0
Five bus. seed @ 3s.		15	0
Sowing broadcast		0	6
Harrowing		1	6
Rolling		1	6
Bird-scaring		1	6
Cutting, tying, stooking, loading, stacking, and thatching		16	0
Threshing (6 qrs.)		10	0
Carriage to market		5	0
Carried over	£3	3	0

	£	s.	d.
Brought forward	3	3	0
Rates and interest as before		10	6
	£3	13	6

4th year.—Grass Seeds.

	£	s.	d.
Sowing on young oats		0	6
Harrowing		1	0
Grass seeds		12	6
Mowing		4	0
Making, stacking, and thatching, say		10	0
	1	8	0
Rates and interest as before		10	6
	£1	18	6

SUMMARY.

		£	s.	d.
First year, wheat	cost	4	18	0
Second year, turnips	,,	5	14	6
Third year, oats	,,	3	13	6
Fourth year, grass seeds	,,	1	18	6
	Total cost	£16	4	6

RETURNS.

	£	s.	d.
First year, 4 qrs. wheat* @ 34s.	6	16	0
Second year, 12 tons swedes @ 7s.†	4	4	0
Third year, 6 qrs. oats @ 20s.	6	0	0
Fourth year, 2 tons hay @ 50s.†	5	0	0
Total returns	£22	0	0
Deduct total cost	16	4	6
Rental value in 4 years	4) 5	15	6
Annual rental value	£1	8	10

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* Straw is not taken into account, as dung was not charged for.

† Consuming value.

The preceding figures will require elaborate justification before being admitted as of any authority, but they are sufficient for the purpose of indicating the principle upon which a scale of values should be based.

Having carefully determined the value of a soil characteristic of each of the subdivisions found in Schubler's statement, practice alone will enable a would-be land-valuer to accurately define the true place in his scale for the different soils which will subsequently come under his notice.

COMPETITIVE VALUE.

In addition to their ordinary selling value, some properties command an element of competitive value, and where this is the case, the most careful and experienced valuer will probably be beaten in his opinion of value. In advising on the value of an estate, therefore, which it is proposed to subsequently offer for sale by auction, some provision should be made for this contingency.

Although, perhaps, of rare occurrence, the writer has known estates to realise 50 per cent. above their ordinary market value, under the excitement of a spirited competition in the auction-room. In such cases the valuer would certainly not have appeared to advantage in the eyes of the owners, had he not, in some measure, anticipated and provided for such a result in his report and valuation.

It is quite useless to attempt to define the limit of competitive value, but the clause given under the above heading at the end of the formal report will be found to deal with the subject (see *post*, page 64, *et seq*).

CAPITALISED VALUE.

Freehold Property.—Having made a careful estimate of the rental value of an estate, the nett annual value would be represented by this sum, less the outgoings payable by the landlord, and of which previous mention has been made (see *ante*, page 44). The capitalised value would be ascertained by multiplying the nett annual value by the number of years' purchase which the property might be expected to realise in the open market.

The following table gives the rates of interest yielded by estates, purchased at different numbers of years' purchase :—

Description.	Number of Years' Purchase.	Rate of Interest.
Freehold Property.		
Residential Land	28½ to 33	3 to 3½
Agricultural Land	25 to 28½	3½ to 4
Ground Rents	25 to 28½	3½ to 4
Building Land . .	28½ to 36½	2¾ to 3½
Country Mansions	20 to 25	4 to 5
Detached Villas . . .	18 to 22	4½ to 5½
Town Houses	16½ to 22	4½ to 6
Labourers' Cottages . . .	12½ to 18	5½ to 8

Leasehold Property.—This class of property should yield about two per cent. more interest than freehold, after a proper allowance has been made for all contingencies.

Copyhold Property.—The capitalised value of copyhold property is obtained in the same way as freehold, but a deduction is made from the capitalised sum for the cost of enfranchisement. The expense of enfranchisement varies on different manors, but generally represents about five years' purchase of the nett annual value of the property.

PAROCHIAL ASSESSMENT.

Definition of gross estimated rental.—"The gross estimated rental for the purpose of the schedule to this Act shall be the rent at which the hereditament might reasonably be expected to let from year to year, free of all usual tenants' rates and taxes, and tithe commutation rent charge, if any." (25 & 26 Vict. c. 103, s. 15.)

Definition of net annual value.—"The net annual value of the several hereditaments rated . . . ; that is to say, of the rent at which the same might reasonably be expected to let from year to year, free of all usual tenants' rates and taxes, and tithe commutation rent-charge, if any, and deducting therefrom the probable annual average cost of the repairs, insurance, and other expenses, if any, necessary to maintain them in a state to command such rent." (6 & 7 Will. 4, c. 96, s. 1.)

The above definition of "gross estimated rental" is rather ambiguous, and has given rise to different methods of rendering this value, of which the following is that usually adopted:—

	£	
Supposing	100	to be the gross annual value of a farm.
Deduct	20	for Tenants' rates, taxes, and tithes.
	£80	= "Gross estimated rental."
Deduct	10	for repairs and insurance.
	£70	= "Rateable value."

In ascertaining the "rateable value" from the "gross estimated rental," the following scale of deductions is often employed:—

On lands without buildings	2½	per cent.
,, farms with house and buildings	12½	,,
,, houses over £6 per annum	20	,,
,, cottages	25	,,
,, mills and factories	30	,,

FORM OF REPORT AND VALUATION OF A LANDED ESTATE.

—o—

In the following formal report and valuation of an imaginary estate, the various points for consideration will be found classified under their respective headings, many of the practical suggestions and data previously given herein being embodied in the remarks:—

REPORT AND VALUATION of the WOLLERTON ESTATE, in the Parishes of BRENTWOOD, UFFINGTON, and SPEARNE, in the County of NORTHUMBERLAND, the property of SIR RICHARD GREVILLE.—March, 1892.

SIR RICHARD,

The Wollerton Estate.

In accordance with your instructions we have made a careful survey and valuation of the above freehold estate, for the purpose of advising you as to the best mode of offering the same for sale, or, in the event of its not finding a purchaser, as to its subsequent management, and now beg to report to you as follows:—

Situation.—The Wollerton Estate lies between —— and —— north latitude, and —— and —— west longitude, forming an important part of the agricultural division of the county of Northumberland. Although the situation which it occupies, between the German Ocean and the hills of Scotland and Cumberland, renders it subject to great and sudden changes comparatively unknown in the southern and midland counties of England, yet many parts of it are exceptionally fertile. Possessing a gently undulating surface, and being at some points over 500 feet above sea level, while at the same time within eight miles of the sea coast, there is little wonder that the healthiness and salubrity of the climate should have become a matter of common note.

The estate is situate in the immediate vicinity of the important and old-established market-town of Brentwood. In fact the land forms the south and south-west boundaries of the town. The property includes the villages of Uffington and Spearne, and is intersected by the main line of the North-Eastern Railway. The river Wandle flows through a portion of the property, and its steep and richly wooded banks, thrown into fine relief by the numerous bends of the river in pursuing its eastward course, afford some very beautiful sylvan and riverside scenery.

Access.—The Estate is intersected by first-class roads, the Newcomin main road from Brentwood to Hepton running through the centre of the property.

The railway facilities are exceptionally good, the Brentwood Junction on the North-Eastern main line between London and Edinburgh, being on one side of the property, and the Uffington Station, under the same Company, on the other.

Churches.—The Brentwood parish church is situate within two hundred yards of the northern boundary of the estate; while St. John's Church at Uffington, and St. Jude's Church at Spearne, are immediately surrounded by the property on its southern and eastern sides respectively.

Schools.—There is an excellent free grammar-school at Brentwood endowed in 1558 by Sir Julian Wills, and restored in 1884 at a cost of £1,500, raised by voluntary subscriptions. There are also parish day schools at Uffington and Spearne, both of which, we understand, have received liberal support from you in the past.

Post and Telegraph Offices.—There is a post and telegraph office in the town of Brentwood. Letters arriving *viâ* Newcomin are delivered twice daily in the town, at 7 A.M. and 3 P.M. respectively. There are also letter receiving boxes at Uffington and Spearne.

Letters are delivered at the mansion about 8 A.M. and collected at 5 P.M.; while telegrams are delivered without extra charge for porterage.

Geological Formation.—The property rests for the most part on rocks belonging to the Carboniferous formation of the Palæozoic or Primary period. Of these the sandstone, shale and ironstone strata of the coal formation predominate, particularly on the eastern side of the property. On the northern side are indications of the New Red Sandstone formation; this being especially observable on the Town Barton and Great House holdings.

Soils.—Soils resting on the coal measures are generally of inferior quality, from an agricultural point of view. Although this rule would in a measure be applicable, yet in the present instance, there is a considerable difference in value. Both sandy soils, intermixed with drift coal and sandstone gravel, and stiff yellow clays are to be found, with various modifications of both. Although lime is not entirely missing in the composition of these soils, it is, in our opinion, only present in such a very small proportion as to be quite insufficient in many cases to meet the actual requirements of the present crops. From their peculiar texture and composition, these soils would be singularly susceptible to the beneficial effects of lime, and a liberal application on the pasture lands would undoubtedly produce a greater sweetness and fineness of the grasses, and a marked improvement in their nutritive character; whilst on arable land it would impart a mellowness to the soil, at the same time loosening its texture and organic matter. With a view, therefore, to the ultimate improvement of your estate, we would strongly advise your offering every encouragement to your tenants, either by allowing them a proportion of the cost or otherwise, to make a liberal use of lime, especially on the eastern part of your property.

Where the soils from the coal measures are superseded by those of the New Red Sandstone formation, a marked difference is perceptible. Not only is there a change in colour, in proportion to the percentage of hematite existing, but an important difference in texture and agricultural value is unmistakably evident. The former may well be described as wheat soils; while the latter are well adapted for the successful growth of turnips and barley.

Draining.—We find that a considerable area of land on the property has been drained, and with very beneficial results in several instances. Many enclosures upon the Sutton Hill Farm have been greatly improved by this means. As fields that still require to be drained, we may point out the following numbers as shown on the Plan No. 1 accompanying the report:—

In each of these enclosures, draining should be the first step taken in their improvement, as the effect of all kinds of manure and lime is very much lessened, if not entirely lost, when applied to a sodden and consequently cold soil. Indeed we are of opinion that such expenditure will have to be made, not only as a pre-requisite to the improvement of those portions of the property, but in order to maintain the rentals at present being paid for them.

Woodlands.—With the exception of the lands in the immediate vicinity of the mansion the estate is but sparsely studded with ornamental timber. The trees consist chiefly of oak and ash with a few belts of coniferæ. The woodlands, embracing an area of some 300 acres, are situated for the most part on the boundaries of the property. They afford valuable shelter to the adjoining farms in many cases—the Welbeck Farm, for instance, with the Spearne plantation on its eastern side—while in others the woods add very much to the beauty of the landscape. As a striking illustration of the latter, we may mention the wooded banks of the river Wandle. We are certainly of opinion that an extended area of woodland and plantations would have added very much to the beauty of the estate, and to its selling value as well, for in our experience we have found that well-grown timber imparts a considerably increased value to a landed estate, over and above its own commercial worth in the market.

Planting.—In making our inspection of the property we found several enclosures of unmistakably poor land producing only grasses of the most inferior description, and of no value whatever under the plough. We are satisfied, however, that the soil is capable of growing remunerative plantations, under judicious management, and of being greatly increased in permanent value by their prolonged growth. These lands, if planted with suitable coniferous and hardwood plants, would in the course of a few years repay much of the original cost of formation by the returns made from thinnings, and the crop would ultimately realise a sum for colliery and other purposes very much in excess of the accumulated rental value of the land under the present system of cultivation. In addition to the direct returns thus obtained, the valuable shelter which such plantations would afford to the adjoining land, is a very important matter in an exposed county like Northumberland.

The other feature connected with the formation of fir plantations to which we have referred—and it is one which is seldom accorded the attention it deserves—should certainly not be overlooked in the present instance. We allude to the improvement of the soil by planting. For this purpose the larch—which is the most suitable for many of the enclosures under consideration—occupies the highest place. The gradual accumulation of the decomposed leaves produces a soil rich alike in organic matter, from the vegetable droppings, and in inorganic elements from the saline and earthy matter brought up every season from the roots, and strewed on the soil.

The percentage of inorganic matter in a soil determines the kind of grasses it is capable of growing, and it is mainly on account of the deficiency of mineral elements in their composition that the soils under consideration are at present incapable of producing remunerative grass or cereal crops. The fields we would recommend to be planted are shown on the accompanying plan as Nos. * * *

Residence.—Wollerton House is a family mansion, substantially built of freestone with slated roof, the main portion having, we understand, been erected about the year 1825, while large sums of money have since been expended on its alteration and improvement. It is situated on rising ground, about one mile south-east from the town of Brentwood, and stands about 250 feet above sea level. The house is undoubtedly in good substantial repair, and is singularly well fitted in many respects.

When viewed from a distance it presents a rather monotonous appearance, and this unfavourable impression is not removed upon finding, as a result of closer inspection, the main entrance facing towards the east, and the side entrance looking towards the north. The principal reception rooms, however, are exceptionally well proportioned, and were designed with singular artistic taste and skill. The decorations are also well executed, and harmonize in style and tone with the classical surroundings.

The principal bed-chambers are entered from the gallery which they surround; but they are in our opinion scarcely equal in point of style, or, indeed of comfort, to the reception rooms on the ground floor.

The pleasure grounds have been very tastefully laid out, and contain a great variety of ornamental and evergreen shrubs and plants. It is manifest that no expense has been spared in the formation of these grounds, and it is equally evident to us that a considerable annual expenditure must be made on their up-keep.

There is also a good kitchen garden, the soil of which, we are informed, is well adapted for the growth of nearly all kinds of vegetables, but unsuitable for the successful growth of fruit, if even the climate were more favourable to such culture.

Shooting.—The shooting over the estate is not of more than ordinary description, the game consisting chiefly of partridges, of which there is undoubtedly a full supply. Where the woods are sufficiently extensive to afford the necessary shelter for pheasants, a fair number are to be found. Hares and rabbits also are to be met with on various portions of the property.

Of course, in a district not far removed from the collieries, much difficulty will always be experienced in rearing a large head of game; but there is no reason in the present instance why a fair head of game should not be found on the estate, provided that the improvements, by means of plantations hereinbefore referred to, were carried out. The undulating character of the land, and the narrow and secluded valleys to be found on some portions of the property, constitute important natural features which must greatly facilitate the successful breeding and rearing of game.

Fishing.—There is very fair salmon and trout fishing in the river Wandle, which flows through the northern part of the property for a considerable distance. Several brooks also afford capital sport with trout and other small fish.

Hunting.—The district is hunted by the Brentwood foxhounds, which are kennelled about five miles from the mansion. The Hepton foxhounds also meet occasionally within riding distance.

Occupations.—The estate is divided into a number of occupations varying considerably in size and character. As a rule, the farms are fairly well arranged, most of them having a proportionate quantity of light and heavy land, and a total area commensurate with their farm building accommodation. With a view to acquiring a more perfect adjustment of the farms in these respects, and to facilitate the approach to the station for the despatch of produce and haulage of manure, we propose to rearrange several of the holdings situate near the Uffington Station.

Farm-houses.—Nearly all the farms have houses very substantially built of stone, and conveniently situate near the centre of the holdings. The arrangement of the houses is very good, due regard having been paid to the comfort and convenience of the tenants. We should like to have seen more spacious kitchens in several of the houses, this being a very important part of a farm-house. The dairy accommodation also is very limited throughout the estate, in fact very little provision appears to have been made for this department. The altered conditions of the times demand a closer attention being paid to dairy products, and in nearly every instance we found the dairy much too small to meet those requirements. Strange to say, the best milk-house and dairy on the whole property is, in our opinion, at the old-fashioned farmstead at Hirron. It is situated on the northern side of the house, removed alike from the warmth of the sun's rays and of the household fires, and as at present utilised, serves the purpose of a much more costly erection.

Farm buildings.—Looking at the farm buildings generally, it is very gratifying to us to be able to say that they are exceedingly good. They are well designed; most substantially built of first-class materials; and situate both at a convenient distance from the farm-houses, and on the most suitable part of the holdings. In some cases their internal arrangements are scarcely in accordance with the altered requirements of the present day; but when we consider the great change that has taken place in the agricultural world during the past twenty years, and since these buildings were erected, we are greatly surprised that so little alteration should be required in adapting them to the requirements of the present day.

The very low prices obtainable for corn (especially wheat) for many years have driven the British agriculturist to modify his old system of corn growing, and to devote more attention to the breeding, rearing, and feeding of live stock. In adapting his system of husbandry to the altered conditions of the times, forced on him mainly by foreign competition, the agriculturist has necessarily had many difficulties to contend with. Among those difficulties has been that of obtaining such increased accommodation, in the way of suitable buildings, as would enable him to make the most economical use of feeding stuffs and litter, and to turn out his live stock at the right time, and to the very best advantage. To enable the tenants on your estate to do this, some comparatively inexpensive alterations and additions to the farm buildings are needed; indeed, we doubt very much if the rents which are now being paid can be maintained unless such additional accommodation be provided.

Cottages.—There is a considerable number of cottages on the estate, some of which are of comparatively recent erection, and the others in a very fair state of repair. We observed with pleasure that many of the cottages had large sized gardens attached to them, and in some cases an allotment as well. In preparing our scheme for the proposed division of the property into lots for the purposes of realisation, we have followed the principle, as far as practicable, of putting a suitable quantity of land with each detached cottage or block of cottages.

Cost of Repairs, &c.—We have made a careful estimate of the cost of executing the alterations and extensions herein before referred to, as well as of the repairs necessary to put the whole of the buildings into good tenantable condition, and find, upon a moderate basis, that an expenditure of not less than three thousand six hundred and seventy-six pounds (£3,676) will be required for this purpose.

In arriving at this sum we have gone into great detail as to the requirements of each holding, and we shall be very pleased to supply a supplementary report containing full particulars, if desired.

Tenures.—The farms are invariably held under yearly agreements, as May-day tenancies. We were pleased to observe that the tenants seemed perfectly satisfied with the security which this kind of agreement afforded them; the general disposition of the tenants to improve their holdings giving ample proof of such satisfaction.

Generally speaking, the tenants are an exceptionally industrious and intelligent lot of men, who thoroughly understand the practical working of the holdings upon which they are located.

At the same time, we feel it our duty to point out that the general management of the estate reflects great credit on the resident agent, every department having been administered with remarkable foresight, and under the strictest economy practicable to ensure efficiency.

Water.—The supply of drinking water to the farm-houses and cottages on the property, is not so good as we should like to have found it. In the majority of cases it is obtained from wells, which yield only a very precarious supply, and which often fail altogether during the summer months. Many of the occupiers are then under the necessity of fetching their drinking water from a considerable distance.

The fields are fairly well supplied with water suitable for cattle, there being a great number of burns or small brooks and ponds on different parts of the estate.

Minerals.—We understand that it is intended to reserve the minerals underlying the property, in the event of its being sold. We have not, therefore, deemed it necessary to go minutely into the matter, with a view to forming an opinion of their intrinsic value; but we have, nevertheless, carefully noted such indications of mineral wealth, as an inspection of the surface soil, and a careful observation of the dip, strike, and outcrop of the various strata would afford. From a study of these features, and of the geological formation on which the property rests, we are undoubtedly of opinion that a considerable quantity of coal underlies the north-eastern and eastern portions of the estate, though we scarcely think there is any other mineral deposit of importance within workable distance of the surface.

Building Land.—From what has been said hitherto, it will be manifest that the estate may be correctly described as a residential and agricultural property in its entirety, though it is nevertheless capable of being divided into some six or eight smaller residential estates. As such, the element of building value becomes a very nominal one.

The only land possessing an appreciable value for building purposes is that immediately adjacent to the town of Brentwood. We do not, however, anticipate a very spirited competition for this land for building purposes, there being very little demand for houses in the neighbourhood at the present time, and not much prospect of any important movement taking place in the immediate future. In dealing with this land in our proposed division for the purposes of sale, we have so arranged it as to make the lots suitable either for building or accommodation purposes.

Quantities.—We supply herewith schedules [see *post*, p. 65] of the lands, which, together with the Plan No. I., show each occupation separately, and from which it will be seen that the total area of the estate is about 6,500a. 3r. 26p.

Outgoings.—The outgoings in the shape of ordinary charges on the estate, are rather heavy. The Tithe Rent-Charge, under a very judicious arrangement, is at present paid by yourself, and amounts to £969 4s. 0d. per annum. In dividing the property for the purposes of realisation, a re-apportionment of this sum would become necessary. This would be attended with considerable difficulty, inasmuch as a field apportionment is not obtainable in many cases, and the holdings have, as a matter of course, been very much altered since the date of the apportionment.

The Land Tax, which is also paid by yourself, we understand amounts to £212.

In addition to the above annual deductions from income, there are, on a property of this character, other and important payments which, for all practical purposes, form just as direct charges as the outgoings above mentioned. We refer to the cost of estate management, materials and repairs, insurance, and other contingencies. Without any positive evidence before us, we have little doubt, judging from our own experience in the management of large estates in various parts of the kingdom, that these outgoings would not amount to less than nine hundred pounds (£900) per annum. The total amount of the deductions would thus be about two thousand and eighty-one pounds and four shillings (£2,081 4s. 0d.).

Farm Rentals.—We understand that arrangements have been made to allow several of the tenants a temporary abatement of rent, the rates differing somewhat to meet the peculiar circumstances of each case. In our footnotes to the schedule of each holding, we have also given the terms of this arrangement, and have deducted the amount so allowed from the rent as stated in the agreement.

Estimated Rental Values.—For the purposes of our valuation we have dealt with each holding separately, and have stated in the schedules contained herein, not only the original rents reserved under the agreements, but also an estimate of the rent which, inclusive of the Tithes and Land Tax, we consider each occupation can fairly bear under existing circumstances.

In a few cases our estimated rental values will be found to exceed the sums being actually paid for the farms; but upon the majority of holdings, our estimated values are below the present rentals. These matters of difference have received our most careful consideration, and we are convinced that the sum we have stated in each case, represents the full and equitable rental value of the holding. In our opinion, the rentals reserved under the agreements could not possibly have been maintained in the absence of some such arrangement as that you have been pleased to make with your tenants. Indeed, we feel certain that even now some of your tenants are making serious inroads on their working capital, in order to keep up their payments of rent.

Capitalised Value.—It will be seen that the total of our estimated rental values is represented by the sum of six thousand nine hundred and fifty-two pounds eight shillings and sixpence (£6,952 8s. 6d.). Deducting from this sum the amount necessary to cover the outgoings before referred to, viz.—Tithes, £969 4s.; Land Tax, £212; and for repairs, insurance, &c., £900, together amounting to £2,081 4s., leaves a balance of four thousand eight hundred and seventy-one pounds and four shillings (£4,871 4s.), as representing the nett annual value of the estate. On this basis, and having regard to all features of pecuniary value connected with the property, we are of opinion that its fair selling value, as a whole, is represented by the sum of one hundred and forty-one thousand two hundred and sixty-five pounds and ten shillings (£141,265 10s.), exclusive of minerals and timber, and after deducting the sum before mentioned for extending and rearranging the buildings, and putting them in tenantable condition.

Competitive Value.—The above sum represents our opinion of the fair selling value of the estate under consideration; but there is often attached to properties of this character an element of competitive value, which it is impossible to define. In its entirety, we fail to see that the property possesses this element to any appreciable extent; but divided into a number of smaller residential and agricultural properties, we have little doubt but many portions of it would command considerable competition amongst would-be purchasers

Realisation.—We have somewhat anticipated our remarks under this heading. Having suggested that the estate should be divided for the purposes of sale, we now give our reasons for recommending the adoption of such a course. In the first place, the natural formation of the property favours, in a remarkable degree, its division into a number of smaller estates, which neither lose any advantages common to them all, by being divided, nor gain any amenity of value by being kept in their entirety. In proportion to two applicants for the property as a whole, there would undoubtedly be three applicants for each of the smaller lots. As competition is essential to a successful sale, we unhesitatingly recommend its division, with a view to creating that competition, by thus increasing the number of competitors.

In advising this course, we have not lost sight of the fact that in dividing an estate into a number of lots, there is some risk of the property being depreciated in value by having some of the outlying sections left on hand after the more central portions have been disposed of. We have made provision for this contingency; first, in the sequence of the proposed lots, and secondly, by grouping certain sections together and making the sale of the central lots dependent on the predisposal of the outlying sections.

We have also endeavoured, as far as practicable, to make each lot naturally complete within itself, the boundaries for the most part following road, river, or rail, the proposed lots being shown body coloured on plan No. II.

We append a Schedule hereunder, giving the area, estimated rental, and capitalised value of each lot, and from which it will be seen that our estimate of the selling value of the estate divided into lots is one hundred and fifty-six thousand and one hundred ponnds £156,100), or nearly fifteen thousand pounds in excess of our valuation of it as a whole.

I.—SCHEDULE* OF HOLDINGS HEREINBEFORE REFERRED TO.

An agricultural holding, known as Higher Barton, situate about 1½ miles to the south of the town and railway junction of Brentwood. It consists of a very comfortable stone-built residence, with slate roof, conveniently situated in the centre of the farm, and containing dining-room, drawing-room, breakfast-room, kitchen, pantry, dairy and scullery, 2 principal bedrooms with dressing-rooms, 2 other bedrooms, water-closet, and 2 servants' bedrooms. The outbuildings consist of coal-house, ash-pit, harness-room, coach-house, 2-stall stable, 4 calf-pens, cow-byre for 3, and 2 piggeries.

The farm buildings, surrounding yard, are an extensive range, substantially erected of stone with slate roofs, including blacksmith's shop, with brick-built forge, tool-house, joiners' shop, root-house, 6-arched cart-shed, 2 poultry-houses, boiler-house with boiler, loose box, 2-stall stable, a stone-built and tiled feeding-shed with passage down the centre, and divided into 12 fatting-boxes with large covered yard adjoining; a stone-built and tiled 12-stall stable; 2 cow-byres, each for 10; a fold-yard at back of above stable with stone and tiled 3-arched feeding-shed and yard. At back of the covered fold-yards is a stone and tiled range of buildings, including hay-room, small hay-house with door leading into rick-yard, poultry-house, chaff-house, wool-house, meal-house, and chaff-hole with a granary over this range; a stone-built and slated range, containing threshing-barn with loft over and store, and slated engine and boiler-house attached; a stone-built and tiled straw-barn; a stone and slated implement-shed; a stone and slated range of buildings, including cow-byre for 20, with raised cemented floor, and a wooden shed with fold-yard adjoining, in paddock. A row of five stone-built labourers' cottages, with slated roofs, each containing 3 rooms and a pantry, and having detached coal-house, piggery, ash-pit, &c., and garden.

The entire holding covers an area of about 540a. 2r. 20p. of fertile arable and pasture land, as shewn in the following schedule:—

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* The particulars of one holding have been deemed sufficient for showing the kind of schedules supplied with an estate report.

IN THE PARISH OF BRENTWOOD.

No. on Plan.	Description.	Cultivation.	Acreage. A.	R.	P.	Estimated rental value. £	s.	d.
493	Part East Quarry Field . .	. Pasture	23	2	12			
501	Low Close	. do.	22	3	9			
502	Cat Field	. do.	28	3	4			
504	West Quarry Field . . .	. Pasture	41	1	15			
505	Corner Field	. do.	26	3	20			
506	Part Hind's Pasture . .	. Arable	25	2	8			
507	Ditto	. Pasture	4	0	20			
508	Hill	. Arable	29	1	36			
509	North Hill	. Pasture	31	3	36			
510	Brandy Close and The Park	. Arable	15	0	29			
511	Cottages and Gardens . .	. ——	0	2	30			
512	Far West Field	. Pasture	14	3	0			
513	Near ditto	. do.	23	1	4			
515	Buildings, &c.	. ——	1	3	25			
516	House, Garden, &c. .	. ——	1	0	39			
517	Horse Close	Pasture	9	2	27			
520	South Close	. Pasture	17	0	36			
521	East Bare Riggs	. Arable	27	2	38			
522	West ditto, &c.	. Pasture	55	2	19			
523	West Field	. do.	26	0	9			
526	Near South Moor	. do.	17	2	23			
527	Far ditto	. do.	17	0	20			
530	Morley Hill	. do.	32	3	8			
531	East Gap	. do.	27	1	16			
532	West ditto	. do.	17	3	17			
	Total . . .	A.	540	2	20	£771	0	0*

* This sum includes Tithe and Land Tax.

Let to Mr. JAMES ROLLS, under yearly May-day Tenancy, at the Rental of £708 per Annum, and a nominal Game Rental of £6, making together the sum of £714, subject to a temporary abatement of 20 per cent., thus leaving a nett rental of £642 12s. per annum.

II.—SCHEDULE OF PROPOSED LOTS FOR SALE HEREINBEFORE REFERRED TO.

Lot.	Description.	Area. a.r.p.	Estimated rental. £ s. d.	Capitalised value. £ s. d.

* * * * *

Your obedient servants,
A. & B.
M—— STREET, LONDON. *Land Agents and Surveyors.*

SECTION II.

TABLES
*FOR CALCULATING THE VALUE OF ESTATES OR CULTIVATIONS THEREON.**

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* For examples of the use of these Tables see *post*, p. 92.

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Acres.	Shillings per Acre (**Acres and Roods.**)																For **6d.** per Acre add	
	2		3		4		5		6		7		8		9			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	0	4	0	6	0	8	0	10	0	12	0	14	0	16	0	18	1	0
3	0	6	0	9	0	12	0	15	0	18	1	1	1	4	1	7	1	6
4	0	8	0	12	0	16	1	0	1	4	1	8	1	12	1	16	2	0
5	0	10	0	15	1	0	1	5	1	10	1	15	2	0	2	5	2	6
6	0	12	0	18	1	4	1	10	1	16	2	2	2	8	2	14	3	0
7	0	14	1	1	1	8	1	15	2	2	2	9	2	16	3	3	3	6
8	0	16	1	4	1	12	2	0	2	8	2	16	3	4	3	12	4	0
9	0	18	1	7	1	16	2	5	2	14	3	3	3	12	4	1	4	6
10	1	0	1	10	2	0	2	10	3	0	3	10	4	0	4	10	5	0
11	1	2	1	13	2	4	2	15	3	6	3	17	4	8	4	19	5	6
12	1	4	1	16	2	8	3	0	3	12	4	4	4	16	5	8	6	0
13	1	6	1	19	2	12	3	5	3	18	4	11	5	4	5	17	6	6
14	1	8	2	2	2	16	3	10	4	4	4	18	5	12	6	6	7	0
15	1	10	2	5	3	0	3	15	4	10	5	5	6	0	6	15	7	6
16	1	12	2	8	3	4	4	0	4	16	5	12	6	8	7	4	8	0
17	1	14	2	11	3	8	4	5	5	2	5	19	6	16	7	13	8	6
18	1	16	2	14	3	12	4	10	5	8	6	6	7	4	8	2	9	0
19	1	18	2	17	3	16	4	15	5	14	6	13	7	12	8	11	9	6
20	2	0	3	0	4	0	5	0	6	0	7	0	8	0	9	0	10	0
21	2	2	3	3	4	4	5	5	6	6	7	7	8	8	9	9	10	6
22	2	4	3	6	4	8	5	10	6	12	7	14	8	16	9	18	11	0
23	2	6	3	9	4	12	5	15	6	18	8	1	9	4	10	7	11	6
24	2	8	3	12	4	16	6	0	7	4	8	8	9	12	10	16	12	0
25	2	10	3	15	5	0	6	5	7	10	8	15	10	0	11	5	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	0	6	0	9	1	0	1	3	1	6	1	9	2	0	2	3	0	1
II.	1	0	1	6	2	0	2	6	3	0	3	6	4	0	4	6	0	3
III.	1	6	2	3	3	0	3	9	4	6	5	3	6	0	6	9	0	4
	2		3		4		5		6		7		8		9			

No. of Perches	SHILLINGS PER ACRE (Perches.)									For 6d. per Acre add
	1	2	3	4	5	6	7	8	9	
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
1	—	—	—	—	—	—	—	—	—	—
2	—	—	—	—	0 1	0 1	0 1	0 1	0 1	—
3	—	—	—	0 1	0 1	0 1	0 1	0 2	0 2	—
4	—	—	0 1	0 1	0 1	0 2	0 2	0 2	0 2	—
5	—	0 1	0 1	0 1	0 2	0 2	0 2	0 3	0 3	—
6	—	0 1	0 1	0 2	0 2	0 2	0 3	0 3	0 4	—
7	—	0 1	0 1	0 2	0 2	0 3	0 3	0 4	0 4	—
8	—	0 1	0 2	0 2	0 3	0 3	0 4	0 5	0 5	—
9	—	0 1	0 2	0 2	0 3	0 4	0 4	0 5	0 6	—
10	0 1	0 1	0 2	0 3	0 4	0 4	0 5	0 6	0 7	—
11	0 1	0 1	0 2	0 3	0 4	0 5	0 6	0 6	0 7	—
12	0 1	0 2	0 2	0 3	0 4	0 5	0 6	0 7	0 8	—
13	0 1	0 2	0 3	0 4	0 5	0 6	0 7	0 8	0 9	—
14	0 1	0 2	0 3	0 4	0 5	0 6	0 7	0 8	0 9	—
15	0 1	0 2	0 3	0 4	0 5	0 7	0 8	0 9	0 10	—
16	0 1	0 2	0 3	0 5	0 6	0 7	0 8	0 9	0 11	—
17	0 1	0 2	0 4	0 5	0 6	0 7	0 9	0 10	0 11	—
18	0 1	0 2	0 4	0 5	0 7	0 8	0 9	0 11	1 0	—
19	0 1	0 3	0 4	0 5	0 7	0 8	0 10	0 11	1 1	—
20	0 1	0 3	0 4	0 6	0 7	0 9	0 10	1 0	1 1	0 1
21	0 1	0 3	0 4	0 6	0 8	0 9	0 11	1 0	1 2	0 1
22	0 1	0 3	0 5	0 6	0 8	0 10	0 11	1 1	1 3	0 1
23	0 1	0 3	0 5	0 7	0 8	0 10	1 0	1 2	1 3	0 1
24	0 2	0 3	0 5	0 7	0 9	0 11	1 0	1 2	1 4	0 1
25	0 2	0 4	0 5	0 7	0 9	0 11	1 1	1 3	1 4	0 1
26	0 2	0 4	0 6	0 8	0 10	0 11	1 1	1 3	1 5	0 1
27	0 2	0 4	0 6	0 8	0 10	1 0	1 2	1 4	1 6	0 1
28	0 2	0 4	0 6	0 8	0 10	1 0	1 2	1 5	1 7	0 1
29	0 2	0 4	0 6	0 8	0 11	1 1	1 3	1 5	1 7	0 1
30	0 2	0 4	0 7	0 9	0 11	1 1	1 4	1 6	1 8	0 1
31	0 2	0 4	0 7	0 9	0 11	1 2	1 4	1 6	1 9	0 1
32	0 2	0 5	0 7	0 9	1 0	1 2	1 5	1 7	1 9	0 1
33	0 2	0 5	0 7	0 10	1 0	1 3	1 5	1 8	1 10	0 1
34	0 2	0 5	0 7	0 10	1 1	1 3	1 6	1 8	1 11	0 1
35	0 2	0 5	0 8	0 10	1 1	1 4	1 6	1 9	1 11	0 1
36	0 2	0 5	0 8	0 11	1 1	1 4	1 7	1 9	2 0	0 1
37	0 3	0 5	0 8	0 11	1 2	1 4	1 7	1 10	2 1	0 1
38	0 3	0 5	0 8	0 11	1 2	1 5	1 8	1 11	2 1	0 1
39	0 3	0 6	0 9	0 11	1 2	1 5	1 8	1 11	2 2	0 1
	1	2	3	4	5	6	7	8	9	

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Acres.	SHILLINGS PER ACRE (Acres and Roods.)																For 6d. per Acre add	
	10		11		12		13		14		15		16		17			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	1	0	1	2	1	4	1	6	1	8	1	10	1	12	1	14	1	0
3	1	10	1	13	1	16	1	19	2	2	2	5	2	8	2	11	1	6
4	2	0	2	4	2	8	2	12	2	16	3	0	3	4	3	8	2	0
5	2	10	2	15	3	0	3	5	3	10	3	15	4	0	4	5	2	6
6	3	0	3	6	3	12	3	18	4	4	4	10	4	16	5	2	3	0
7	3	10	3	17	4	4	4	11	4	18	5	5	5	12	5	19	3	6
8	4	0	4	8	4	16	5	4	5	12	6	0	6	8	6	16	4	0
9	4	10	4	19	5	8	5	17	6	6	6	15	7	4	7	13	4	6
10	5	0	5	10	6	0	6	10	7	0	7	10	8	0	8	10	5	0
11	5	10	6	1	6	12	7	3	7	14	8	5	8	16	9	7	5	6
12	6	0	6	12	7	4	7	16	8	8	9	0	9	12	10	4	6	0
13	6	10	7	3	7	16	8	9	9	2	9	15	10	8	11	1	6	6
14	7	0	7	14	8	8	9	2	9	16	10	10	11	4	11	18	7	0
15	7	10	8	5	9	0	9	15	10	10	11	5	12	0	12	15	7	6
16	8	0	8	16	9	12	10	8	11	4	12	0	12	16	13	12	8	0
17	8	10	9	7	10	4	11	1	11	18	12	15	13	12	14	9	8	6
18	9	0	9	18	10	16	11	14	12	12	13	10	14	8	15	6	9	0
19	9	10	10	9	11	8	12	7	13	6	14	5	15	4	16	3	9	6
20	10	0	11	0	12	0	13	0	14	0	15	0	16	0	17	0	10	0
21	10	10	11	11	12	12	13	13	14	14	15	15	16	16	17	17	10	6
22	11	0	12	2	13	4	14	6	15	8	16	10	17	12	18	14	11	0
23	11	10	12	13	13	16	14	19	16	2	17	5	18	8	19	11	11	6
24	12	0	13	4	14	8	15	12	16	16	18	0	19	4	20	8	12	0
25	12	10	13	15	15	0	16	5	17	10	18	15	20	0	21	5	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	2	6	2	9	3	0	3	3	3	6	3	9	4	0	4	3	0	1
II.	5	0	5	6	6	0	6	6	7	0	7	6	8	0	8	6	0	3
III.	7	6	8	3	9	0	9	9	10	6	11	3	12	0	12	9	0	4
	10		11		12		13		14		15		16		17			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	Shillings per Acre (Perches.)																For 6d. per Acre add	
	10		11		12		13		14		15		16		17			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	—	
2	0	1	0	1	0	2	0	2	0	2	0	2	0	2	0	2	—	
3	0	2	0	2	0	2	0	3	0	3	0	3	0	3	0	4	—	
4	0	3	0	3	0	3	0	4	0	4	0	4	0	5	0	5	—	
5	0	4	0	4	0	4	0	5	0	5	0	5	0	6	0	6	—	
6	0	4	0	5	0	5	0	6	0	6	0	7	0	7	0	7	—	
7	0	5	0	6	0	6	0	7	0	7	0	8	0	8	0	9	—	
8	0	6	0	6	0	7	0	8	0	8	0	9	0	9	0	10	—	
9	0	7	0	7	0	8	0	9	0	9	0	10	0	11	0	11	—	
10	0	7	0	8	0	9	0	10	0	10	0	11	1	0	1	1	—	
11	0	8	0	9	0	10	0	10	0	11	1	0	1	1	1	2	—	
12	0	9	0	10	0	11	0	11	1	0	1	1	1	2	1	3	—	
13	0	10	0	10	0	11	1	0	1	1	1	2	1	3	1	4	—	
14	0	10	0	11	1	0	1	1	1	2	1	4	1	5	1	6	—	
15	0	11	1	0	1	1	1	2	1	4	1	5	1	6	1	7	—	
16	1	0	1	1	1	2	1	3	1	5	1	6	1	7	1	8	—	
17	1	1	1	2	1	3	1	4	1	6	1	7	1	8	1	9	—	
18	1	1	1	3	1	4	1	5	1	7	1	8	1	9	1	11	—	
19	1	2	1	3	1	5	1	6	1	8	1	9	1	11	2	0	—	
20	1	3	1	4	1	6	1	7	1	9	1	10	2	0	2	1	0	1
21	1	4	1	5	1	7	1	8	1	10	1	11	2	1	2	3	0	1
22	1	4	1	6	1	8	1	9	1	11	2	1	2	2	2	4	0	1
23	1	5	1	7	1	8	1	10	2	0	2	2	2	3	2	5	0	1
24	1	6	1	8	1	9	1	11	2	1	2	3	2	5	2	6	0	1
25	1	7	1	8	1	10	2	0	2	2	2	4	2	6	2	8	0	1
26	1	7	1	9	1	11	2	1	2	3	2	5	2	7	2	9	0	1
27	1	8	1	10	2	0	2	2	2	4	2	6	2	8	2	10	0	1
28	1	9	1	11	2	1	2	3	2	5	2	7	2	9	2	11	0	1
29	1	10	2	0	2	2	2	4	2	6	2	8	2	11	3	1	0	1
30	1	10	2	1	2	3	2	5	2	7	2	10	3	0	3	2	0	1
31	1	11	2	1	2	4	2	6	2	8	2	11	3	1	3	3	0	1
32	2	0	2	2	2	5	2	7	2	9	3	0	3	2	3	5	0	1
33	2	1	2	3	2	5	2	8	2	10	3	1	3	3	3	6	0	1
34	2	1	2	4	2	6	2	9	2	11	3	2	3	5	3	7	0	1
35	2	2	2	5	2	7	2	10	3	1	3	3	3	6	3	8	0	1
36	2	3	2	5	2	8	2	11	3	2	3	4	3	7	3	10	0	1
37	2	4	2	6	2	9	3	0	3	3	3	5	3	8	3	11	0	1
38	2	4	2	7	2	10	3	1	3	4	3	7	3	9	4	0	0	1
39	2	5	2	8	2	11	3	2	3	5	3	8	3	11	4	1	0	1
	10		11		12		13		14		15		16		17			

No. of Acres.	Shillings per Acre (Acres and Roods.)																For 6d. per Acre add	
	18		19		20		21		22		23		24		25			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	1	16	1	18	2	0	2	2	2	4	2	6	2	8	2	10	1	0
3	2	14	2	17	3	0	3	3	3	6	3	9	3	12	3	15	1	6
4	3	12	3	16	4	0	4	4	4	8	4	12	4	16	5	0	2	0
5	4	10	4	15	5	0	5	5	5	10	5	15	6	0	6	5	2	6
6	5	8	5	14	6	0	6	6	6	12	6	18	7	4	7	10	3	0
7	6	6	6	13	7	0	7	7	7	14	8	1	8	8	8	15	3	6
8	7	4	7	12	8	0	8	8	8	16	9	4	9	12	10	0	4	0
9	8	2	8	11	9	0	9	9	9	18	10	7	10	16	11	5	4	6
10	9	0	9	10	10	0	10	10	11	0	11	10	12	0	12	10	5	0
11	9	18	10	9	11	0	11	11	12	2	12	13	13	4	13	15	5	6
12	10	16	11	8	12	0	12	12	13	4	13	16	14	8	15	0	6	0
13	11	14	12	7	13	0	13	13	14	6	14	19	15	12	16	5	6	6
14	12	12	13	6	14	0	14	14	15	8	16	2	16	16	17	10	7	0
15	13	10	14	5	15	0	15	15	16	10	17	5	18	0	18	15	7	6
16	14	8	15	4	16	0	16	16	17	12	18	8	19	4	20	0	8	0
17	15	6	16	3	17	0	17	17	18	14	19	11	20	8	21	5	8	6
18	16	4	17	2	18	0	18	18	19	16	20	14	21	12	22	10	9	0
19	17	2	18	1	19	0	19	19	20	18	21	17	22	16	23	15	9	6
20	18	0	19	0	20	0	21	0	22	0	23	0	24	0	25	0	10	0
21	18	18	19	19	21	0	22	1	23	2	24	3	25	4	26	5	10	6
22	19	16	20	18	22	0	23	2	24	4	25	6	26	8	27	10	11	0
23	20	14	21	17	23	0	24	3	25	6	26	9	27	12	28	15	11	6
24	21	12	22	16	24	0	25	4	26	8	27	12	28	16	30	0	12	0
25	22	10	23	15	25	0	26	5	27	10	28	15	30	0	31	5	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	4	6	4	9	5	0	5	3	5	6	5	9	6	0	6	3	0	1
II.	9	0	9	6	10	0	10	6	11	0	11	6	12	0	12	6	0	3
III.	13	6	14	3	15	0	15	9	16	6	17	3	18	0	18	9	0	4
	18		19		20		21		22		23		24		25			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	SHILLINGS PER ACRE (Perches.)																For 6d. per Acre add	
	18		19		20		21		22		23		24		25			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	1	0	1	0	1	0	1	0	1	0	1	0	2	0	2	—	
2	0	2	0	3	0	3	0	3	0	3	0	3	0	3	0	4	—	
3	0	4	0	4	0	4	0	4	0	5	0	5	0	5	0	5	—	
4	0	5	0	5	0	6	0	6	0	6	0	7	0	7	0	7	—	
5	0	7	0	7	0	7	0	8	0	8	0	8	0	9	0	9	—	
6	0	8	0	8	0	9	0	9	0	10	0	10	0	11	0	11	—	
7	0	9	0	10	0	10	0	11	0	11	1	0	1	0	1	1	—	
8	0	11	0	11	1	0	1	0	1	1	1	2	1	2	1	3	—	
9	1	0	1	1	1	1	1	2	1	3	1	3	1	4	1	5	—	
10	1	1	1	2	1	3	1	4	1	4	1	5	1	6	1	7	—	
11	1	3	1	3	1	4	1	5	1	6	1	7	1	8	1	8	—	
12	1	4	1	5	1	6	1	7	1	8	1	8	1	9	1	10	—	
13	1	5	1	6	1	7	1	8	1	9	1	10	1	11	2	0	—	
14	1	7	1	8	1	9	1	10	1	11	2	0	2	1	2	2	—	
15	1	8	1	9	1	10	1	11	2	1	2	2	2	3	2	4	—	
16	1	9	1	11	2	0	2	1	2	2	2	3	2	5	2	6	—	
17	1	11	2	0	2	1	2	3	2	4	2	5	2	6	2	8	—	
18	2	0	2	1	2	3	2	4	2	5	2	7	2	8	2	10	—	
19	2	1	2	3	2	4	2	6	2	7	2	9	2	10	2	11	—	
20	2	3	2	4	2	6	2	7	2	9	2	10	3	0	3	1	0	1
21	2	4	2	6	2	7	2	9	2	10	3	0	3	2	3	3	0	1
22	2	5	2	7	2	9	2	10	3	0	3	2	3	3	3	5	0	1
23	2	7	2	9	2	10	3	0	3	2	3	3	3	5	3	7	0	1
24	2	8	2	10	3	0	3	2	3	3	3	5	3	7	3	9	0	1
25	2	10	2	11	3	1	3	3	3	5	3	7	3	9	3	11	0	1
26	2	11	3	1	3	3	3	5	3	7	3	9	3	11	4	1	0	1
27	3	0	3	2	3	4	3	6	3	8	3	10	4	0	4	2	0	1
28	3	2	3	4	3	6	3	8	3	10	4	0	4	2	4	4	0	1
29	3	3	3	5	3	7	3	9	4	0	4	2	4	4	4	6	0	1
30	3	4	3	7	3	9	3	11	4	1	4	4	4	6	4	8	0	1
31	3	6	3	8	3	10	4	1	4	3	4	5	4	8	4	10	0	1
32	3	7	3	9	4	0	4	2	4	5	4	7	4	9	5	0	0	1
33	3	8	3	11	4	1	4	4	4	6	4	9	4	11	5	2	0	1
34	3	10	4	0	4	3	4	5	4	8	4	10	5	1	5	4	0	1
35	3	11	4	2	4	4	4	7	4	10	5	0	5	3	5	5	0	1
36	4	0	4	3	4	6	4	8	4	11	5	2	5	5	5	7	0	1
37	4	2	4	4	4	7	4	10	5	1	5	4	5	6	5	9	0	1
38	4	3	4	6	4	9	5	0	5	2	5	5	5	8	5	11	0	1
39	4	4	4	7	4	10	5	1	5	4	5	7	5	10	6	1	0	1
	18		19		20		21		22		23		24		25			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Acres.	SHILLINGS PER ACRE (Acres and Roods.)																		For 6d. per Acre add	
	26		27		28		29		30		31		32		33		34			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	2	12	2	14	2	16	2	18	3	0	3	2	3	4	3	6	3	8	1	0
3	3	18	4	1	4	4	4	7	4	10	4	13	4	16	4	19	5	2	1	6
4	5	4	5	8	5	12	5	16	6	0	6	4	6	8	6	12	6	16	2	0
5	6	10	6	15	7	0	7	5	7	10	7	15	8	0	8	5	8	10	2	6
6	7	16	8	2	8	8	8	14	9	0	9	6	9	12	9	18	10	4	3	0
7	9	2	9	9	9	16	10	3	10	10	10	17	11	4	11	11	11	18	3	6
8	10	8	10	16	11	4	11	12	12	0	12	8	12	16	13	4	13	12	4.	0
9	11	14	12	3	12	12	13	1	13	10	13	19	14	8	14	17	15	6	4	6
10	13	0	13	10	14	0	14	10	15	0	15	10	16	0	16	10	17	0	5	0
11	14	6	14	17	15	8	15	19	16	10	17	1	17	12	18	3	18	14	5	6
12	15	12	16	4	16	16	17	8	18	0	18	12	19	4	19	16	20	8	6	0
13	16	18	17	11	18	4	18	17	19	10	20	3	20	16	21	9	22	2	6	6
14	18	4	18	18	19	12	20	6	21	0	21	14	22	8	23	2	23	16	7	0
15	19	10	20	5	21	0	21	15	22	10	23	5	24	0	24	15	25	10	7	6
16	20	16	21	12	22	8	23	4	24	0	24	16	25	12	26	8	27	4	8	0
17	22	2	22	19	23	16	24	13	25	10	26	7	27	4	28	1	28	18	8	6
18	23	8	24	6	25	4	26	2	27	0	27	18	28	16	29	14	30	12	9	0
19	24	14	25	13	26	12	27	11	28	10	29	9	30	8	31	7	32	6	9	6
20	26	0	27	0	28	0	29	0	30	0	31	0	32	0	33	0	34	0	10	0
21	27	6	28	7	29	8	30	9	31	10	32	11	33	12	34	13	35	14	10	6
22	28	12	29	14	30	16	31	18	33	0	34	2	35	4	36	6	37	8	11	0
23	29	18	31	1	32	4	33	7	34	10	35	13	36	16	37	19	39	2	11	6
24	31	4	32	8	33	12	34	16	36	0	37	4	38	8	39	12	40	16	12	0
25	32	10	33	15	35	0	36	5	37	10	38	15	40	0	41	5	42	10	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	6	6	6	9	7	0	7	3	7	6	7	9	8	0	8	3	8	6	0	1
II.	13	0	13	6	14	0	14	6	15	0	15	6	16	0	16	6	17	0	0	3
III.	19	6	20	3	21	0	21	9	22	6	23	3	24	0	24	9	25	6	0	4
	26		**27**		**28**		**29**		**30**		**31**		**32**		**33**		**34**			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	SHILLINGS PER ACRE (Perches.)																		For 6d. per Acre add	
	26		27		28		29		30		31		32		33		34			
	s.	d.	s.	d	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	0	2	—	
2	0	4	0	4	0	4	0	4	0	4	0	4	0	5	0	5	0	5	—	
3	0	6	0	6	0	6	0	6	0	7	0	7	0	7	0	7	0	7	—	
4	0	8	0	8	0	8	0	8	0	9	0	9	0	9	0	10	0	10	—	
5	0	10	0	10	0	10	0	11	0	11	0	11	1	0	1	0	1	1	—	
6	0	11	1	0	1	0	1	1	1	1	1	2	1	2	1	3	1	3	—	
7	1	1	1	2	1	2	1	3	1	4	1	4	1	5	1	5	1	6	—	
8	1	3	1	4	1	5	1	5	1	6	1	6	1	7	1	8	1	8	—	
9	1	5	1	6	1	7	1	7	1	8	1	9	1	9	1	10	1	11	—	
10	1	7	1	8	1	9	1	10	1	10	1	11	2	0	2	1	2	1	—	
11	1	9	1	10	1	11	2	0	2	1	2	1	2	2	2	3	2	4	—	
12	1	11	2	0	2	1	2	2	2	3	2	4	2	5	2	5	2	6	—	
13	2	1	2	2	2	3	2	4	2	5	2	6	2	7	2	8	2	9	—	
14	2	3	2	4	2	5	2	6	2	7	2	8	2	9	2	10	2	11	—	
15	2	5	2	6	2	7	2	8	2	10	2	11	3	0	3	1	3	2	—	
16	2	7	2	8	2	9	2	11	3	0	3	1	3	2	3	3	3	5	—	
17	2	9	2	10	2	11	3	1	3	2	3	3	3	5	3	6	3	7	—	
18	2	11	3	0	3	2	3	3	3	4	3	6	3	7	3	8	3	10	—	
19	3	1	3	2	3	4	3	5	3	7	3	8	3	9	3	11	4	0	—	
20	3	3	3	4	3	6	3	7	3	9	3	10	4	0	4	1	4	3	0	1
21	3	5	3	6	3	8	3	9	3	11	4	1	4	2	4	4	4	5	0	1
22	3	7	3	8	3	10	4	0	4	1	4	3	4	5	4	6	4	8	0	1
23	3	9	3	10	4	0	4	2	4	4	4	5	4	7	4	9	4	10	0	1
24	3	11	4	0	4	2	4	4	4	6	4	8	4	9	4	11	5	1	0	1
25	4	1	4	2	4	4	4	6	4	8	4	10	5	0	5	2	5	4	0	1
26	4	2	4	4	4	6	4	8	4	10	5	0	5	2	5	4	5	6	0	1
27	4	4	4	6	4	8	4	10	5	1	5	3	5	5	5	7	5	9	0	1
28	4	6	4	8	4	11	5	1	5	3	5	5	5	7	5	9	5	11	0	1
29	4	8	4	10	5	1	5	3	5	5	5	7	5	9	6	0	6	2	0	1
30	4	10	5	1	5	3	5	5	5	7	5	10	6	0	6	2	6	4	0	1
31	5	0	5	3	5	5	5	7	5	10	6	0	6	2	6	4	6	7	0	1
32	5	2	5	5	5	7	5	9	6	0	6	2	6	5	6	7	6	9	0	1
33	5	4	5	7	5	9	6	0	6	2	6	4	6	7	6	9	7	0	0	1
34	5	6	5	9	5	11	6	2	6	4	6	7	6	9	7	0	7	2	0	1
35	5	8	5	11	6	1	6	4	6	7	6	9	7	0	7	2	7	5	0	1
36	5	10	6	1	6	3	6	6	6	9	6	11	7	2	7	5	7	8	0	1
37	6	0	6	3	6	5	6	8	6	11	7	2	7	5	7	7	7	10	0	1
38	6	2	6	5	6	8	6	10	7	1	7	4	7	7	7	10	8	1	0	1
39	6	4	6	7	6	10	7	0	7	4	7	6	7	9	8	0	8	3	0	1
	26		27		28		29		30		31		32		33		34			

No. of Acres.	SHILLINGS PER ACRE (Acres and Roods.)																For 6d. per Acre add	
	35		36		37		38		39		40		41		42			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	3	10	3	12	3	14	3	16	3	18	4	0	4	2	4	4	1	0
3	5	5	5	8	5	11	5	14	5	17	6	0	6	3	6	6	1	6
4	7	0	7	4	7	8	7	12	7	16	8	0	8	4	8	8	2	0
5	8	15	9	0	9	5	9	10	9	15	10	0	10	5	10	10	2	6
6	10	10	10	16	11	2	11	8	11	14	12	0	12	6	12	12	3	0
7	12	5	12	12	12	19	13	6	13	13	14	0	14	7	14	14	3	6
8	14	0	14	8	14	16	15	4	15	12	16	0	16	8	16	16	4	0
9	15	15	16	4	16	13	17	2	17	11	18	0	18	9	18	18	4	6
10	17	10	18	0	18	10	19	0	19	10	20	0	20	10	21	0	5	0
11	19	5	19	16	20	7	20	18	21	9	22	0	22	11	23	2	5	6
12	21	0	21	12	22	4	22	16	23	8	24	0	24	12	25	4	6	0
13	22	15	23	8	24	1	24	14	25	7	26	0	26	13	27	6	6	6
14	24	10	25	4	25	18	26	12	27	6	28	0	28	14	29	8	7	0
15	26	5	27	0	27	15	28	10	29	5	30	0	30	15	31	10	7	6
16	28	0	28	16	29	12	30	8	31	4	32	0	32	16	33	12	8	0
17	29	15	30	12	31	9	32	6	33	3	34	0	34	17	35	14	8	6
18	31	10	32	8	33	6	34	4	35	2	36	0	36	18	37	16	9	0
19	33	5	34	4	35	3	36	2	37	1	38	0	38	19	39	18	9	6
20	35	0	36	0	37	0	38	0	39	0	40	0	41	0	42	0	10	0
21	36	15	37	16	38	17	39	18	40	19	42	0	43	1	44	2	10	6
22	38	10	39	12	40	14	41	16	42	18	44	0	45	2	46	4	11	0
23	40	5	41	8	42	11	43	14	44	17	46	0	47	3	48	6	11	6
24	42	0	43	4	44	8	45	12	46	16	48	0	49	4	50	8	12	0
25	43	15	45	0	46	5	47	10	48	15	50	0	51	5	52	10	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	8	9	9	0	9	3	9	6	9	9	10	0	10	3	10	6	0	1
II.	17	6	18	0	18	6	19	0	19	6	20	0	20	6	21	0	0	3
III.	26	3	27	0	27	9	28	6	29	3	30	0	30	9	31	6	0	4
	35		36		37		38		39		40		41		42			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perchee	SHILLINGS PER ACRE (Perches.)																For 6d. per Acre add	
	35		36		37		38		39		40		41		42			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	2	0	2	0	3	0	3	0	3	0	3	0	3	0	3	—	
2	0	5	0	5	0	5	0	5	0	6	0	6	0	6	0	6	—	
3	0	8	0	8	0	8	0	8	0	9	0	9	0	9	0	9	—	
4	0	10	0	11	0	11	0	11	0	11	1	0	1	0	1	0	—	
5	1	1	1	1	1	2	1	2	1	2	1	3	1	3	1	4	—	
6	1	4	1	4	1	4	1	5	1	5	1	6	1	6	1	7	—	
7	1	6	1	7	1	7	1	8	1	8	1	9	1	9	1	10	—	
8	1	9	1	9	1	10	1	11	1	11	2	0	2	0	2	1	—	
9	1	11	2	0	2	1	2	1	2	2	2	3	2	3	2	4	—	
10	2	2	2	3	2	4	2	4	2	5	2	6	2	7	2	7	—	
11	2	5	2	5	2	6	2	7	2	8	2	9	2	10	2	10	—	
12	2	7	2	8	2	9	2	10	2	11	3	0	3	1	3	2	—	
13	2	10	2	11	3	0	3	1	3	2	3	3	3	4	3	5	—	
14	3	1	3	2	3	3	3	4	3	5	3	6	3	7	3	8	—	
15	3	3	3	4	3	5	3	7	3	8	3	9	3	10	3	11	—	
16	3	6	3	7	3	8	3	9	3	11	4	0	4	1	4	2	—	
17	3	8	3	10	3	11	4	0	4	1	4	3	4	4	4	5	—	
18	3	11	4	0	4	2	4	3	4	4	4	6	4	7	4	8	—	
19	4	2	4	3	4	4	4	6	4	7	4	9	4	10	5	0	—	
20	4	4	4	6	4	7	4	9	4	10	5	0	5	1	5	3	0	1
21	4	7	4	8	4	10	5	0	5	1	5	3	5	4	5	6	0	1
22	4	10	4	11	5	1	5	2	5	4	5	6	5	7	5	9	0	1
23	5	0	5	2	5	4	5	5	5	7	5	9	5	10	6	0	0	1
24	5	3	5	5	5	6	5	8	5	10	6	0	6	2	6	3	0	1
25	5	5	5	7	5	9	5	11	6	1	6	3	6	5	6	7	0	1
26	5	8	5	10	6	0	6	2	6	4	6	6	6	8	6	10	0	1
27	5	11	6	1	6	3	6	5	6	7	6	9	6	11	7	1	0	1
28	6	1	6	3	6	5	6	8	6	10	7	0	7	2	7	4	0	1
29	6	4	6	6	6	8	6	10	7	1	7	3	7	5	7	7	0	1
30	6	7	6	9	6	11	7	1	7	4	7	6	7	8	7	10	0	1
31	6	9	6	11	7	2	7	4	7	6	7	9	7	11	8	1	0	1
32	7	0	7	2	7	5	7	7	7	9	8	0	8	2	8	5	0	1
33	7	2	7	5	7	7	7	10	8	0	8	3	8	5	8	8	0	1
34	7	5	7	8	7	10	8	1	8	3	8	6	8	8	8	11	0	1
35	7	8	7	10	8	1	8	4	8	6	8	9	8	11	9	2	0	1
36	7	10	8	1	8	4	8	6	8	9	9	0	9	2	9	5	0	1
37	8	1	8	4	8	6	8	9	9	0	9	3	9	6	9	8	0	1
38	8	4	8	6	8	9	9	0	9	3	9	6	9	9	9	11	0	1
39	8	6	8	9	9	0	9	3	9	6	9	9	10	0	10	3	0	1
	35		36		37		38		39		40		41		42			

No. of Acres.	Shillings per Acre (**Acres and Roods.**)																For 6d. per Acre add	
	43		**44**		**45**		**46**		**47**		**48**		**49**		**50**			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	4	6	4	8	4	10	4	12	4	14	4	16	4	18	5	0	1	0
3	6	9	6	12	6	15	6	18	7	1	7	4	7	7	7	10	1	6
4	8	12	8	16	9	0	9	4	9	8	9	12	9	16	10	0	2	0
5	10	15	11	0	11	5	11	10	11	15	12	0	12	5	12	10	2	6
6	12	18	13	4	13	10	13	16	14	2	14	8	14	14	15	0	3	0
7	15	1	15	8	15	15	16	2	16	9	16	16	17	3	17	10	3	6
8	17	4	17	12	18	0	18	8	18	16	19	4	19	12	20	0	4	0
9	19	7	19	16	20	5	20	14	21	3	21	12	22	1	22	10	4	6
10	21	10	22	0	22	10	23	0	23	10	24	0	24	10	25	0	5	0
11	23	13	24	4	24	15	25	6	25	17	26	8	26	19	27	10	5	6
12	25	16	26	8	27	0	27	12	28	4	28	16	29	8	30	0	6	0
13	27	19	28	12	29	5	29	18	30	11	31	4	31	17	32	10	6	6
14	30	2	30	16	31	10	32	4	32	18	33	12	34	6	35	0	7	0
15	32	5	33	0	33	15	34	10	35	5	36	0	36	15	37	10	7	6
16	34	8	35	4	36	0	36	16	37	12	38	8	39	4	40	0	8	0
17	36	11	37	8	38	5	39	2	39	19	40	16	41	13	42	10	8	6
18	38	14	39	12	40	10	41	8	42	6	43	4	44	2	45	0	9	0
19	40	17	41	16	42	15	43	14	44	13	45	12	46	11	47	10	9	6
20	43	0	44	0	45	0	46	0	47	0	48	0	49	0	50	0	10	0
21	45	3	46	4	47	5	48	6	49	7	50	8	51	9	52	10	10	6
22	47	6	48	8	49	10	50	12	51	14	52	16	53	18	55	0	11	0
23	49	9	50	12	51	15	52	18	54	1	55	4	56	7	57	10	11	6
24	51	12	52	16	54	0	55	4	56	8	57	12	58	16	60	0	12	0
25	53	15	55	0	56	5	57	10	58	15	60	0	61	5	62	10	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	10	9	11	0	11	3	11	6	11	9	12	0	12	3	12	6	0	1
II.	21	6	22	0	22	6	23	0	23	6	24	0	24	6	25	0	0	3
III.	32	3	33	0	33	9	34	6	35	3	36	0	36	9	37	6	0	4
	43		**44**		**45**		**46**		**47**		**48**		**49**		**50**			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	SHILLINGS PER ACRE (Perches.)																For 6d. per Acre add	
	43		44		45		46		47		48		49		50			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	3	0	3	0	3	0	3	0	3	0	3	0	3	0	4	—	
2	0	6	0	6	0	7	0	7	0	7	0	7	0	7	0	7	—	
3	0	9	0	10	0	10	0	10	0	10	0	11	0	11	0	11	—	
4	1	1	1	1	1	1	1	2	1	2	1	2	1	2	1	3	—	
5	1	4	1	4	1	5	1	5	1	5	1	6	1	6	1	7	—	
6	1	7	1	8	1	8	1	8	1	9	1	9	1	10	1	10	—	
7	1	10	1	11	1	11	2	0	2	0	2	1	2	1	2	2	—	
8	2	2	2	2	2	3	2	3	2	4	2	5	2	5	2	6	—	
9	2	5	2	5	2	6	2	7	2	7	2	8	2	9	2	10	—	
10	2	8	2	9	2	10	2	10	2	11	3	0	3	1	3	1	—	
11	2	11	3	0	3	1	3	2	3	3	3	3	3	4	3	5	—	
12	3	2	3	3	3	4	3	5	3	6	3	7	3	8	3	9	—	
13	3	6	3	7	3	8	3	9	3	10	3	11	4	0	4	1	—	
14	3	9	3	10	3	11	4	0	4	1	4	2	4	3	4	4	—	
15	4	0	4	1	4	2	4	4	4	5	4	6	4	7	4	8	—	
16	4	3	4	5	4	6	4	7	4	8	4	9	4	11	5	0	—	
17	4	7	4	8	4	9	4	10	5	0	5	1	5	2	5	4	—	
18	4	10	4	11	5	1	5	2	5	3	5	5	5	6	5	7	—	
19	5	1	5	2	5	4	5	5	5	7	5	8	5	10	5	11	—	
20	5	4	5	6	5	7	5	9	5	10	6	0	6	1	6	3	0	1
21	5	7	5	9	5	11	6	0	6	2	6	3	6	5	6	7	0	1
22	5	11	6	0	6	2	6	4	6	5	6	7	6	9	6	10	0	1
23	6	2	6	4	6	5	6	7	6	9	6	11	7	0	7	2	0	1
24	6	5	6	7	6	9	6	11	7	0	7	2	7	4	7	6	0	1
25	6	8	6	10	7	0	7	2	7	4	7	6	7	8	7	10	0	1
26	7	0	7	2	7	4	7	5	7	7	7	9	7	11	8	1	0	1
27	7	3	7	5	7	7	7	9	7	11	8	1	8	3	8	5	0	1
28	7	6	7	8	7	10	8	0	8	2	8	5	8	7	8	9	0	1
29	7	9	7	11	8	2	8	4	8	6	8	8	8	10	9	1	0	1
30	8	1	8	3	8	5	8	7	8	10	9	0	9	2	9	4	0	1
31	8	4	8	6	8	8	8	11	9	1	9	3	9	6	9	8	0	1
32	8	7	8	9	9	0	9	2	9	5	9	7	9	9	10	0	0	1
33	8	10	9	1	9	3	9	6	9	8	9	11	10	1	10	4	0	1
34	9	1	9	4	9	7	9	9	10	0	10	2	10	5	10	7	0	1
35	9	5	9	7	9	10	10	1	10	3	10	6	10	8	10	11	0	1
36	9	8	9	11	10	1	10	4	10	7	10	9	11	0	11	3	0	1
37	9	11	10	2	10	5	10	7	10	10	11	1	11	4	11	7	0	1
38	10	2	10	5	10	8	10	11	11	2	11	5	11	7	11	10	0	1
39	10	6	10	8	10	11	11	2	11	5	11	8	11	11	12	2	0	1
	43		44		45		46		47		48		49		50			

No. of Acres.	SHILLINGS PER ACRE (Acres and Roods.)																		For 6d. per Acre add	
	51		52		53		54		55		56		57		58		59			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	5	2	5	4	5	6	5	8	5	10	5	12	5	14	5	16	5	18	1	0
3	7	13	7	16	7	19	8	2	8	5	8	8	8	11	8	14	8	17	1	6
4	10	4	10	8	10	12	10	16	11	0	11	4	11	8	11	12	11	16	2	0
5	12	15	13	0	13	5	13	10	13	15	14	0	14	5	14	10	14	15	2	6
6	15	6	15	12	15	18	16	4	16	10	16	16	17	2	17	8	17	14	3	0
7	17	17	18	4	18	11	18	18	19	5	19	12	19	19	20	6	20	13	3	6
8	20	8	20	16	21	4	21	12	22	0	22	8	22	16	23	4	23	12	4	0
9	22	19	23	8	23	17	24	6	24	15	25	4	25	13	26	2	26	11	4	6
10	25	10	26	0	26	10	27	0	27	10	28	0	28	10	29	0	29	10	5	0
11	28	1	28	12	29	3	29	14	30	5	30	16	31	7	31	18	32	9	5	6
12	30	12	31	4	31	16	32	8	33	0	33	12	34	4	34	16	35	8	6	0
13	33	3	33	16	34	9	35	2	35	15	36	8	37	1	37	14	38	7	6	6
14	35	14	36	8	37	2	37	16	38	10	39	4	39	18	40	12	41	6	7	0
15	38	5	39	0	39	15	40	10	41	5	42	0	42	15	43	10	44	5	7	6
16	40	16	41	12	42	8	43	4	44	0	44	16	45	12	46	8	47	4	8	0
17	43	7	44	4	45	1	45	18	46	15	47	12	48	9	49	6	50	3	8	6
18	45	18	46	16	47	14	48	12	49	10	50	8	51	6	52	4	53	2	9	0
19	48	9	49	8	50	7	51	6	52	5	53	4	54	3	55	2	56	1	9	6
20	51	0	52	0	53	0	54	0	55	0	56	0	57	0	58	0	59	0	10	0
21	53	11	54	12	55	13	56	14	57	15	58	16	59	17	60	18	61	19	10	6
22	56	2	57	4	58	6	59	8	60	10	61	12	62	14	63	16	64	18	11	0
23	58	13	59	16	60	19	62	2	63	5	64	8	65	11	66	14	67	17	11	6
24	61	4	62	8	63	12	64	16	66	0	67	4	68	8	69	12	70	16	12	0
25	63	15	65	0	66	5	67	10	68	15	70	0	71	5	72	10	73	15	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	12	9	13	0	13	3	13	6	13	9	14	0	14	3	14	6	14	9	0	1
II.	25	6	26	0	26	6	27	0	27	6	28	0	28	6	29	0	29	6	0	3
III.	38	3	39	0	39	9	40	6	41	3	42	0	42	9	43	6	44	3	0	4
	51		**52**		**53**		**54**		**55**		**56**		**57**		**58**		**59**			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	Shillings per Acre (Perches.)																		For 6d. per Acre add	
	51		52		53		54		55		56		57		58		59			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	4	0	4	0	4	0	4	0	4	0	4	0	4	0	4	0	4	—	
2	0	7	0	8	0	8	0	8	0	8	0	8	0	8	0	8	0	9	—	
3	0	11	0	11	1	0	1	0	1	0	1	0	1	1	1	1	1	1	—	
4	1	3	1	3	1	4	1	4	1	4	1	5	1	5	1	5	1	5	—	
5	1	7	1	7	1	8	1	8	1	8	1	9	1	9	1	10	1	10	—	
6	1	11	1	11	2	0	2	0	2	1	2	1	2	1	2	2	2	2	—	
7	2	3	2	3	2	4	2	4	2	5	2	5	2	6	2	6	2	7	—	
8	2	6	2	7	2	8	2	8	2	9	2	9	2	10	2	11	2	11	—	
9	2	10	2	11	3	0	3	0	3	1	3	2	3	2	3	3	3	4	—	
10	3	2	3	3	3	4	3	4	3	5	3	6	3	7	3	7	3	8	—	
11	3	6	3	7	3	7	3	8	3	9	3	10	3	11	4	0	4	0	—	
12	3	10	3	11	3	11	4	0	4	1	4	2	4	3	4	4	4	5	—	
13	4	1	4	2	4	3	4	4	4	5	4	6	4	7	4	8	4	9	—	
14	4	5	4	6	4	7	4	8	4	10	4	11	5	0	5	1	5	2	—	
15	4	9	4	10	4	11	5	1	5	2	5	3	5	4	5	5	5	6	—	
16	5	1	5	2	5	3	5	5	5	6	5	7	5	8	5	9	5	11	—	
17	5	5	5	6	5	7	5	9	5	10	5	11	6	0	6	2	6	3	—	
18	5	9	5	10	5	11	6	1	6	2	6	3	6	5	6	6	6	7	—	
19	6	0	6	2	6	3	6	5	6	6	6	8	6	9	6	10	7	0	—	
20	6	4	6	6	6	7	6	9	6	10	7	0	7	1	7	3	7	4	0	1
21	6	8	6	10	6	11	7	1	7	2	7	4	7	6	7	7	7	9	0	1
22	7	0	7	2	7	3	7	5	7	7	7	8	7	10	7	11	8	1	0	1
23	7	4	7	5	7	7	7	9	7	11	8	0	8	2	8	4	8	6	0	1
24	7	8	7	9	7	11	8	1	8	3	8	5	8	6	8	8	8	10	0	1
25	7	11	8	1	8	3	8	5	8	7	8	9	8	11	9	1	9	2	0	1
26	8	3	8	5	8	7	8	9	8	11	9	1	9	3	9	5	9	7	0	1
27	8	7	8	9	8	11	9	1	9	3	9	5	9	7	9	9	9	11	0	1
28	8	11	9	1	9	3	9	5	9	7	9	9	9	11	10	2	10	4	0	1
29	9	3	9	5	9	7	9	9	9	11	10	2	10	4	10	6	10	8	0	1
30	9	7	9	9	9	11	10	1	10	4	10	6	10	8	10	10	11	1	0	1
31	9	10	10	1	10	3	10	5	10	8	10	10	11	0	11	3	11	5	0	1
32	10	2	10	5	10	7	10	9	11	0	11	2	11	5	11	7	11	9	0	1
33	10	6	10	8	10	11	11	1	11	4	11	6	11	9	11	11	12	2	0	1
34	10	10	11	0	11	3	11	5	11	8	11	11	12	1	12	4	12	6	0	1
35	11	2	11	4	11	7	11	10	12	0	12	3	12	5	12	8	12	11	0	1
36	11	5	11	8	11	11	12	2	12	4	12	7	12	10	13	0	13	3	0	1
37	11	9	12	0	12	3	12	6	12	8	12	11	13	2	13	5	13	7	0	1
38	12	1	12	4	12	7	12	10	13	1	13	3	13	6	13	9	14	0	0	1
39	12	5	12	8	12	11	13	2	13	5	13	8	13	10	14	1	14	4	0	1
	51		52		53		54		55		56		57		58		59			

No. of Acres.	Shillings per Acre (Acres and Roods.)																For 6d. per Acre add	
	60		61		62		63		64		65		66		67			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	6	0	6	2	6	4	6	6	6	8	6	10	6	12	6	14	1	0
3	9	0	9	3	9	6	9	9	9	12	9	15	9	18	10	1	1	6
4	12	0	12	4	12	8	12	12	12	16	13	0	13	4	13	8	2	0
5	15	0	15	5	15	10	15	15	16	0	16	5	16	10	16	15	2	6
6	18	0	18	6	18	12	18	18	19	4	19	10	19	16	20	2	3	0
7	21	0	21	7	21	14	22	1	22	8	22	15	23	2	23	9	3	6
8	24	0	24	8	24	16	25	4	25	12	26	0	26	8	26	16	4	0
9	27	0	27	9	27	18	28	7	28	16	29	5	29	14	30	3	4	6
10	30	0	30	10	31	0	31	10	32	0	32	10	33	0	33	10	5	0
11	33	0	33	11	34	2	34	13	35	4	35	15	36	6	36	17	5	6
12	36	0	36	12	37	4	37	16	38	8	39	0	39	12	40	4	6	0
13	39	0	39	13	40	6	40	19	41	12	42	5	42	18	43	11	6	6
14	42	0	42	14	43	8	44	2	44	16	45	10	46	4	46	18	7	0
15	45	0	45	15	46	10	47	5	48	0	48	15	49	10	50	5	7	6
16	48	0	48	16	49	12	50	8	51	4	52	0	52	16	53	12	8	0
17	51	0	51	17	52	14	53	11	54	8	55	5	56	2	56	19	8	6
18	54	0	54	18	55	16	56	14	57	12	58	10	59	8	60	6	9	0
19	57	0	57	19	58	18	59	17	60	16	61	15	62	14	63	13	9	6
20	60	0	61	0	62	0	63	0	64	0	65	0	66	0	67	0	10	0
21	63	0	64	1	65	2	66	3	67	4	68	5	69	6	70	7	10	6
22	66	0	67	2	68	4	69	6	70	8	71	10	72	12	73	14	11	0
23	69	0	70	3	71	6	72	9	73	12	74	15	75	18	77	1	11	6
24	72	0	73	4	74	8	75	12	76	16	78	0	79	4	80	8	12	0
25	75	0	76	5	77	10	78	15	80	0	81	5	82	10	83	15	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	15	0	15	3	15	6	15	9	16	0	16	3	16	6	16	9	0	1
II.	30	0	30	6	31	0	31	6	32	0	32	6	33	0	33	6	0	3
III.	45	0	45	9	46	6	47	3	48	0	48	9	49	6	50	3	0	4
	60		61		62		63		64		65		66		67			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	SHILLINGS PER ACRE (Perches.)																For 6d. per Acre add	
	60		61		62		63		64		65		66		67			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	4	0	4	0	4	0	4	0	5	0	5	0	5	0	5	—	
2	0	9	0	9	0	9	0	9	0	9	0	10	0	10	0	10	—	
3	1	1	1	1	1	2	1	2	1	2	1	2	1	3	1	3	—	
4	1	6	1	6	1	6	1	7	1	7	1	7	1	8	1	8	—	
5	1	10	1	11	1	11	1	11	2	0	2	0	2	1	2	1	—	
6	2	3	2	3	2	4	2	4	2	5	2	5	2	5	2	6	—	
7	2	7	2	8	2	8	2	9	2	9	2	10	2	10	2	11	—	
8	3	0	3	0	3	1	3	2	3	2	3	3	3	3	3	4	—	
9	3	4	3	5	3	6	3	6	3	7	3	8	3	8	3	9	—	
10	3	9	3	10	3	10	3	11	4	0	4	1	4	1	4	2	—	
11	4	1	4	2	4	3	4	4	4	5	4	5	4	6	4	7	—	
12	4	6	4	7	4	8	4	8	4	9	4	10	4	11	5	0	—	
13	4	10	4	11	5	0	5	1	5	2	5	3	5	4	5	5	—	
14	5	3	5	4	5	5	5	6	5	7	5	8	5	9	5	10	—	
15	5	7	5	8	5	10	5	11	6	0	6	1	6	2	6	3	—	
16	6	0	6	1	6	2	6	3	6	5	6	6	6	7	6	8	—	
17	6	4	6	6	6	7	6	8	6	9	6	11	7	0	7	1	—	
18	6	9	6	10	6	11	7	1	7	2	7	4	7	5	7	6	—	
19	7	1	7	3	7	4	7	6	7	7	7	8	7	10	7	11	—	
20	7	6	7	7	7	9	7	10	8	0	8	1	8	3	8	4	0	1
21	7	10	8	0	8	1	8	3	8	5	8	6	8	8	8	9	0	1
22	8	3	8	4	8	6	8	8	8	9	8	11	9	1	9	2	0	1
23	8	7	8	9	8	11	9	0	9	2	9	4	9	6	9	7	0	1
24	9	0	9	2	9	3	9	5	9	7	9	9	9	11	10	0	0	1
25	9	4	9	6	9	8	9	10	10	0	10	2	10	4	10	5	0	1
26	9	9	9	11	10	1	10	3	10	5	10	7	10	8	10	10	0	1
27	10	1	10	3	10	5	10	7	10	9	10	11	11	1	11	3	0	1
28	10	6	10	8	10	10	11	0	11	2	11	4	11	6	11	8	0	1
29	10	10	11	0	11	3	11	5	11	7	11	9	11	11	12	1	0	1
30	11	3	11	5	11	7	11	10	12	0	12	2	12	4	12	7	0	1
31	11	7	11	10	12	0	12	2	12	5	12	7	12	9	13	0	0	1
32	12	0	12	2	12	5	12	7	12	9	13	0	13	2	13	5	0	1
33	12	4	12	7	12	9	13	0	13	2	13	5	13	7	13	10	0	1
34	12	9	12	11	13	2	13	4	13	7	13	10	14	0	14	3	0	1
35	13	1	13	4	13	7	13	9	14	0	14	2	14	5	14	8	0	1
36	13	6	13	8	13	11	14	2	14	5	14	7	14	10	15	1	0	1
37	13	10	14	1	14	4	14	7	14	9	15	0	15	3	15	6	0	1
38	14	3	14	6	14	8	14	11	15	2	15	5	15	8	15	11	0	1
39	14	7	14	10	15	1	15	4	15	7	15	10	16	1	16	4	0	1
	60		61		62		63		64		65		66		67			

No. of Acres.	SHILLINGS PER ACRE (Acres and Roods.)																For 6d. per Acre add	
	68		69		70		71		72		73		74		75			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	6	16	6	18	7	0	7	2	7	4	7	6	7	8	7	10	1	0
3	10	4	10	7	10	10	10	13	10	16	10	19	11	2	11	5	1	6
4	13	12	13	16	14	0	14	4	14	8	14	12	14	16	15	0	2	0
5	17	0	17	5	17	10	17	15	18	0	18	5	18	10	18	15	2	6
6	20	8	20	14	21	0	21	6	21	12	21	18	22	4	22	10	3	0
7	23	16	24	3	24	10	24	17	25	4	25	11	25	18	26	5	3	6
8	27	4	27	12	28	0	28	8	28	16	29	4	29	12	30	0	4	0
9	30	12	31	1	31	10	31	19	32	8	32	17	33	6	33	15	4	6
10	34	0	34	10	35	0	35	10	36	0	36	10	37	0	37	10	5	0
11	37	8	37	19	38	10	39	1	39	12	40	3	40	14	41	5	5	6
12	40	16	41	8	42	0	42	12	43	4	43	16	44	8	45	0	6	0
13	44	4	44	17	45	10	46	3	46	16	47	9	48	2	48	15	6	6
14	47	12	48	6	49	0	49	14	50	8	51	2	51	16	52	10	7	0
15	51	0	51	15	52	10	53	5	54	0	54	15	55	10	56	5	7	6
16	54	8	55	4	56	0	56	16	57	12	58	8	59	4	60	0	8	0
17	57	16	58	13	59	10	60	7	61	4	62	1	62	18	63	15	8	6
18	61	4	62	2	63	0	63	18	64	16	65	14	66	12	67	10	9	0
19	64	12	65	11	66	10	67	9	68	8	69	7	70	6	71	5	9	6
20	68	0	69	0	70	0	71	0	72	0	73	0	74	0	75	0	10	0
21	71	8	72	9	73	10	74	11	75	12	76	13	77	14	78	15	10	6
22	74	16	75	18	77	0	78	2	79	4	80	6	81	8	82	10	11	0
23	78	4	79	7	80	10	81	13	82	16	83	19	85	2	86	5	11	6
24	81	12	82	16	84	0	85	4	86	8	87	12	88	16	90	0	12	0
25	85	0	86	5	87	10	88	15	90	0	91	5	92	10	93	15	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	17	0	17	3	17	6	17	9	18	0	18	3	18	6	18	9	0	1
II.	34	0	34	6	35	0	35	6	36	0	36	6	37	0	37	6	0	3
III.	51	0	51	9	52	6	53	3	54	0	54	9	55	6	56	3	0	4
	68		69		70		71		72		73		74		75			

No. of Perches	SHILLINGS PER ACRE (Perches.)																For 6d. per Acre add	
	68		69		70		71		72		73		74		75			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	5	0	5	0	5	0	5	0	5	0	5	0	5	0	5	—	
2	0	10	0	10	0	10	0	10	0	11	0	11	0	11	0	11	—	
3	1	3	1	3	1	4	1	4	1	4	1	4	1	4	1	5	—	
4	1	8	1	9	1	9	1	9	1	9	1	10	1	10	1	10	—	
5	2	1	2	2	2	2	2	2	2	3	2	3	2	4	2	4	—	
6	2	6	2	7	2	7	2	8	2	8	2	9	2	9	2	10	—	
7	2	11	3	0	3	1	3	1	3	2	3	2	3	3	3	3	—	
8	3	5	3	5	3	6	3	6	3	7	3	8	3	8	3	9	—	
9	3	10	3	10	3	11	4	0	4	0	4	1	4	2	4	2	—	
10	4	3	4	4	4	4	4	5	4	6	4	7	4	7	4	8	—	
11	4	8	4	9	4	10	4	10	4	11	5	0	5	1	5	2	—	
12	5	1	5	2	5	3	5	4	5	5	5	5	5	6	5	7	—	
13	5	6	5	7	5	8	5	9	5	10	5	11	6	0	6	1	—	
14	5	11	6	0	6	1	6	2	6	3	6	4	6	5	6	7	—	
15	6	4	6	5	6	7	6	8	6	9	6	10	6	11	7	0	—	
16	6	9	6	11	7	0	7	1	7	2	7	3	7	5	7	6	—	
17	7	2	7	4	7	5	7	6	7	8	7	9	7	10	7	11	—	
18	7	8	7	9	7	10	8	0	8	1	8	2	8	4	8	5	—	
19	8	1	8	2	8	4	8	5	8	6	8	8	8	9	8	11	—	
20	8	6	8	7	8	9	8	10	9	0	9	1	9	3	9	4	0	1
21	8	11	9	0	9	2	9	4	9	5	9	7	9	8	9	10	0	1
22	9	4	9	6	9	7	9	9	9	11	10	0	10	2	10	4	0	1
23	9	9	9	11	10	1	10	2	10	4	10	6	10	7	10	9	0	1
24	10	2	10	4	10	6	10	8	10	9	10	11	11	1	11	3	0	1
25	10	7	10	9	10	11	11	1	11	3	11	5	11	7	11	8	0	1
26	11	0	11	2	11	4	11	6	11	8	11	10	12	0	12	2	0	1
27	11	5	11	7	11	10	12	0	12	2	12	4	12	6	12	8	0	1
28	11	11	12	1	12	3	12	5	12	7	12	9	12	11	13	1	0	1
29	12	4	12	6	12	8	12	10	13	0	13	3	13	5	13	7	0	1
30	12	9	12	11	13	1	13	4	13	6	13	8	13	10	14	1	0	1
31	13	2	13	4	13	7	13	9	13	11	14	1	14	4	14	6	0	1
32	13	7	13	9	14	0	14	2	14	5	14	7	14	9	15	0	0	1
33	14	0	14	3	14	5	14	7	14	10	15	0	15	3	15	5	0	1
34	14	5	14	8	14	10	15	1	15	3	15	6	15	8	15	11	0	1
35	14	10	15	1	15	4	15	6	15	9	15	11	16	2	16	5	0	1
36	15	3	15	6	15	9	15	11	16	2	16	5	16	8	16	10	0	1
37	15	8	15	11	16	2	16	5	16	8	16	10	17	1	17	4	0	1
38	16	2	16	4	16	7	16	10	17	1	17	4	17	7	17	10	0	1
39	16	7	16	10	17	1	17	3	17	6	17	9	18	0	18	3	0	1
	68		69		70		71		72		73		74		75			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Acres.	Shillings per Acre (Acres and Roods.)																		For 6d. per Acre add	
	76		77		78		79		80		81		82		83		84			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	7	12	7	14	7	16	7	18	8	0	8	2	8	4	8	6	8	8	1	0
3	11	8	11	11	11	14	11	17	12	0	12	3	12	6	12	9	12	12	1	6
4	15	4	15	8	15	12	15	16	16	0	16	4	16	8	16	12	16	16	2	0
5	19	0	19	5	19	10	19	15	20	0	20	5	20	10	20	15	21	0	2	6
6	22	16	23	2	23	8	23	14	24	0	24	6	24	12	24	18	25	4	3	0
7	26	12	26	19	27	6	27	13	28	0	28	7	28	14	29	1	29	8	3	6
8	30	8	30	16	31	4	31	12	32	0	32	8	32	16	33	4	33	12	4	0
9	34	4	34	13	35	2	35	11	36	0	36	9	36	18	37	7	37	16	4	6
10	38	0	38	10	39	0	39	10	40	0	40	10	41	0	41	10	42	0	5	0
11	41	16	42	7	42	18	43	9	44	0	44	11	45	2	45	13	46	4	5	6
12	45	12	46	4	46	16	47	8	48	0	48	12	49	4	49	16	50	8	6	0
13	49	8	50	1	50	14	51	7	52	0	52	13	53	6	53	19	54	12	6	6
14	53	4	53	18	54	12	55	6	56	0	56	14	57	8	58	2	58	16	7	0
15	57	0	57	15	58	10	59	5	60	0	60	15	61	10	62	5	63	0	7	6
16	60	16	61	12	62	8	63	4	64	0	64	16	65	12	66	8	67	4	8	0
17	64	12	65	9	66	6	67	3	68	0	68	17	69	14	70	11	71	8	8	6
18	68	8	69	6	70	4	71	2	72	0	72	18	73	16	74	14	75	12	9	0
19	72	4	73	3	74	2	75	1	76	0	76	19	77	18	78	17	79	16	9	6
20	76	0	77	0	78	0	79	0	80	0	81	0	82	0	83	0	84	0	10	0
21	79	16	80	17	81	18	82	19	84	0	85	1	86	2	87	3	88	4	10	6
22	83	12	84	14	85	16	86	18	88	0	89	2	90	4	91	6	92	8	11	0
23	87	8	88	11	89	14	90	17	92	0	93	3	94	6	95	9	96	12	11	6
24	91	4	92	8	93	12	94	16	96	0	97	4	98	8	99	12	100	16	12	0
25	95	0	96	5	97	10	98	15	100	0	101	5	102	10	103	15	105	0	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	19	0	19	3	19	6	19	9	20	0	20	3	20	6	20	9	21	0	0	1
II.	38	0	38	6	39	0	39	6	40	0	40	6	41	0	41	6	42	0	0	3
III.	57	0	57	9	58	6	59	3	60	0	60	9	61	6	62	3	63	0	0	4
	76		77		78		79		80		81		82		83		84			

No. of Perches	Shillings per Acre (Perches.)																		For 6d. per Acre add	
	76		77		78		79		80		81		82		83		84			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	5	0	6	0	6	0	6	0	6	0	6	0	6	0	6	0	6	—	
2	0	11	0	11	0	11	1	0	1	0	1	0	1	0	1	0	1	0	—	
3	1	5	1	5	1	5	1	6	1	6	1	6	1	6	1	6	1	7	—	
4	1	11	1	11	1	11	1	11	2	0	2	0	2	0	2	1	2	1	—	
5	2	4	2	5	2	5	2	5	2	6	2	6	2	7	2	7	2	7	—	
6	2	10	2	10	2	11	2	11	3	0	3	0	3	1	3	1	3	2	—	
7	3	4	3	4	3	5	3	5	3	6	3	6	3	7	3	7	3	8	—	
8	3	9	3	10	3	11	3	11	4	0	4	0	4	1	4	2	4	2	—	
9	4	3	4	4	4	4	4	5	4	6	4	6	4	7	4	8	4	8	—	
10	4	9	4	10	4	10	4	11	5	0	5	1	5	1	5	2	5	3	—	
11	5	2	5	3	5	4	5	5	5	6	5	7	5	7	5	8	5	9	—	
12	5	8	5	9	5	10	5	11	6	0	6	1	6	2	6	2	6	3	—	
13	6	2	6	3	6	4	6	5	6	6	6	7	6	8	6	9	6	10	—	
14	6	8	6	9	6	10	6	11	7	0	7	1	7	2	7	3	7	4	—	
15	7	1	7	2	7	4	7	5	7	6	7	7	7	8	7	9	7	10	—	
16	7	7	7	8	7	9	7	11	8	0	8	1	8	2	8	3	8	5	—	
17	8	1	8	2	8	3	8	4	8	6	8	7	8	8	8	10	8	11	—	
18	8	6	8	8	8	9	8	10	9	0	9	1	9	2	9	4	9	5	—	
19	9	0	9	1	9	3	9	4	9	6	9	7	9	9	9	10	9	11	—	
20	9	6	9	7	9	9	9	10	10	0	10	1	10	3	10	4	10	6	0	1
21	9	11	10	1	10	3	10	4	10	6	10	7	10	9	10	10	11	0	0	1
22	10	5	10	7	10	8	10	10	11	0	11	1	11	3	11	5	11	6	0	1
23	10	11	11	1	11	2	11	4	11	6	11	7	11	9	11	11	12	1	0	1
24	11	5	11	6	11	8	11	10	12	0	12	2	12	3	12	5	12	7	0	1
25	11	10	12	0	12	2	12	4	12	6	12	8	12	10	12	11	13	1	0	1
26	12	4	12	6	12	8	12	10	13	0	13	2	13	4	13	6	13	8	0	1
27	12	10	13	0	13	2	13	4	13	6	13	8	13	10	14	0	14	2	0	1
28	13	3	13	5	13	8	13	10	14	0	14	2	14	4	14	6	14	8	0	1
29	13	9	13	11	14	1	14	4	14	6	14	8	14	10	15	0	15	2	0	1
30	14	3	14	5	14	7	14	10	15	0	15	2	15	4	15	7	15	9	0	1
31	14	8	14	11	15	1	15	3	15	6	15	8	15	10	16	1	16	3	0	1
32	15	2	15	5	15	7	15	9	16	0	16	2	16	5	16	7	16	9	0	1
33	15	8	15	10	16	1	16	3	16	6	16	8	16	11	17	1	17	4	0	1
34	16	2	16	4	16	7	16	9	17	0	17	2	17	5	17	7	17	10	0	1
35	16	7	16	10	17	1	17	3	17	6	17	8	17	11	18	2	18	4	0	1
36	17	1	17	4	17	6	17	9	18	0	18	2	18	5	18	8	18	11	0	1
37	17	7	17	9	18	0	18	3	18	6	18	9	18	11	19	2	19	5	0	1
38	18	0	18	3	18	6	18	9	19	0	19	3	19	5	19	8	19	11	0	1
39	18	6	18	9	19	0	19	3	19	6	19	9	20	0	20	3	20	5	0	1
	76		77		78		79		80		81		82		83		84			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Acres.	Shillings per Acre (Acres and Roods.)																For 6d. per Acre add	
	85		86		87		88		89		90		91		92			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	8	10	8	12	8	14	8	16	8	18	9	0	9	2	9	4	1	0
3	12	15	12	18	13	1	13	4	13	7	13	10	13	13	13	16	1	6
4	17	0	17	4	17	8	17	12	17	16	18	0	18	4	18	8	2	0
5	21	5	21	10	21	15	22	0	22	5	22	10	22	15	23	0	2	6
6	25	10	25	16	26	2	26	8	26	14	27	0	27	6	27	12	3	0
7	29	15	30	2	30	9	30	16	31	3	31	10	31	17	32	4	3	6
8	34	0	34	8	34	16	35	4	35	12	36	0	36	8	36	16	4	0
9	38	5	38	14	39	3	39	12	40	1	40	10	40	19	41	8	4	6
10	42	10	43	0	43	10	44	0	44	10	45	0	45	10	46	0	5	0
11	46	15	47	6	47	17	48	8	48	19	49	10	50	1	50	12	5	6
12	51	0	51	12	52	4	52	16	53	8	54	0	54	12	55	4	6	0
13	55	5	55	18	56	11	57	4	57	17	58	10	59	3	59	16	6	6
14	59	10	60	4	60	18	61	12	62	6	63	0	63	14	64	8	7	0
15	63	15	64	10	65	5	66	0	66	15	67	10	68	5	69	0	7	6
16	68	0	68	16	69	12	70	8	71	4	72	0	72	16	73	12	8	0
17	72	5	73	2	73	19	74	16	75	13	76	10	77	7	78	4	8	6
18	76	10	77	8	78	6	79	4	80	2	81	0	81	18	82	16	9	0
19	80	15	81	14	82	13	83	12	84	11	85	10	86	9	87	8	9	6
20	85	0	86	0	87	0	88	0	89	0	90	0	91	0	92	0	10	0
21	89	5	90	6	91	7	92	8	93	9	94	10	95	11	96	12	10	6
22	93	10	94	12	95	14	96	16	97	18	99	0	100	2	101	4	11	0
23	97	15	98	18	100	1	101	4	102	7	103	10	104	13	105	16	11	6
24	102	0	103	4	104	8	105	12	106	16	108	0	109	4	110	8	12	0
25	106	5	107	10	108	15	110	0	111	5	112	10	113	15	115	0	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	21	3	21	6	21	9	22	0	22	3	22	6	22	9	23	0	0	1
II.	42	6	43	0	43	6	44	0	44	6	45	0	45	6	46	0	0	3
III.	63	9	64	6	65	3	66	0	66	9	67	6	68	3	69	0	0	4
	85		86		87		88		89		90		91		92			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	Shillings per Acre (Perches.)																For 6d. per Acre add	
	85		86		87		88		89		90		91		92			
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	6	0	6	0	6	0	6	0	6	0	7	0	7	0	7	—	
2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	—	
3	1	7	1	7	1	7	1	8	1	8	1	8	1	8	1	8	—	
4	2	1	2	2	2	2	2	2	2	2	2	3	2	3	2	3	—	
5	2	8	2	8	2	8	2	9	2	9	2	10	2	10	2	10	—	
6	3	2	3	2	3	3	3	3	3	4	3	4	3	5	3	5	—	
7	3	8	3	9	3	9	3	10	3	10	3	11	4	0	4	0	—	
8	4	3	4	4	4	4	4	5	4	5	4	6	4	6	4	7	—	
9	4	9	4	10	4	10	4	11	5	0	5	1	5	1	5	2	—	
10	5	4	5	4	5	5	5	6	5	7	5	7	5	8	5	9	—	
11	5	10	5	11	6	0	6	0	6	1	6	2	6	3	6	4	—	
12	6	4	6	5	6	6	6	7	6	8	6	9	6	10	6	11	—	
13	6	11	7	0	7	1	7	2	7	3	7	4	7	4	7	5	—	
14	7	5	7	6	7	7	7	8	7	9	7	10	7	11	8	0	—	
15	7	11	8	1	8	2	8	3	8	4	8	5	8	6	8	7	—	
16	8	6	8	7	8	8	8	9	8	11	9	0	9	1	9	2	—	
17	9	0	9	1	9	3	9	4	9	5	9	7	9	8	9	9	—	
18	9	7	9	8	9	9	9	11	10	0	10	1	10	3	10	4	—	
19	10	1	10	2	10	4	10	5	10	7	10	8	10	9	10	11	—	
20	10	7	10	9	10	10	11	0	11	1	11	3	11	4	11	6	0	1
21	11	2	11	3	11	5	11	6	11	8	11	10	11	11	12	1	0	1
22	11	8	11	10	11	11	12	1	12	3	12	4	12	6	12	8	0	1
23	12	2	12	4	12	6	12	8	12	9	12	11	13	1	13	2	0	1
24	12	9	12	11	13	0	13	2	13	4	13	6	13	8	13	9	0	1
25	13	3	13	5	13	7	13	9	13	11	14	1	14	2	14	4	0	1
26	13	10	13	11	14	1	14	3	14	5	14	7	14	9	14	11	0	1
27	14	4	14	6	14	8	14	10	15	0	15	2	15	4	15	6	0	1
28	14	10	15	0	15	2	15	5	15	7	15	9	15	11	16	1	0	1
29	15	5	15	7	15	9	15	11	16	1	16	4	16	6	16	8	0	1
30	15	11	16	1	16	4	16	6	16	8	16	10	17	1	17	3	0	1
31	16	5	16	8	16	10	17	0	17	3	17	5	17	7	17	10	0	1
32	17	0	17	2	17	5	17	7	17	9	18	0	18	2	18	5	0	1
33	17	6	17	9	17	11	18	2	18	4	18	7	18	9	18	11	0	1
34	18	1	18	3	18	6	18	8	18	11	19	1	19	4	19	6	0	1
35	18	7	18	10	19	0	19	3	19	5	19	8	19	11	20	1	0	1
36	19	1	19	4	19	7	19	9	20	0	20	3	20	5	20	8	0	1
37	19	8	19	10	20	1	20	4	20	7	20	10	21	0	21	3	0	1
38	20	2	20	5	20	8	20	11	21	1	21	4	21	7	21	10	0	1
39	20	8	20	11	21	2	21	5	21	8	21	11	22	2	22	5	0	1
	85		86		87		88		89		90		91		92			

No. of Acres.	SHILLINGS PER ACRE (Acres and Roods.)																For 6d. per Acre add	
	93		94		95		96		97		98		99		100			
	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	£	s.	s.	d.
2	9	6	9	8	9	10	9	12	9	14	9	16	9	18	10	0	1	0
3	13	19	14	2	14	5	14	8	14	11	14	14	14	17	15	0	1	6
4	18	12	18	16	19	0	19	4	19	8	19	12	19	16	20	0	2	0
5	23	5	23	10	23	15	24	0	24	5	24	10	24	15	25	0	2	6
6	27	18	28	4	28	10	28	16	29	2	29	8	29	14	30	0	3	0
7	32	11	32	18	33	5	33	12	33	19	34	6	34	13	35	0	3	6
8	37	4	37	12	38	0	38	8	38	16	39	4	39	12	40	0	4	0
9	41	17	42	6	42	15	43	4	43	13	44	2	44	11	45	0	4	6
10	46	10	47	0	47	10	48	0	48	10	49	0	49	10	50	0	5	0
11	51	3	51	14	52	5	52	16	53	7	53	18	54	9	55	0	5	6
12	55	16	56	8	57	0	57	12	58	4	58	16	59	8	60	0	6	0
13	60	9	61	2	61	15	62	8	63	1	63	14	64	7	65	0	6	6
14	65	2	65	16	66	10	67	4	67	18	68	12	69	6	70	0	7	0
15	69	15	70	10	71	5	72	0	72	15	73	10	74	5	75	0	7	6
16	74	8	75	4	76	0	76	16	77	12	78	8	79	4	80	0	8	0
17	79	1	79	18	80	15	81	12	82	9	83	6	84	3	85	0	8	6
18	83	14	84	12	85	10	86	8	87	6	88	4	89	2	90	0	9	0
19	88	7	89	6	90	5	91	4	92	3	93	2	94	1	95	0	9	6
20	93	0	94	0	95	0	96	0	97	0	98	0	99	0	100	0	10	0
21	97	13	98	14	99	15	100	16	101	17	102	18	103	19	105	0	10	6
22	102	6	103	8	104	10	105	12	106	14	107	16	108	18	110	0	11	0
23	106	19	108	2	109	5	110	8	111	11	112	14	113	17	115	0	11	6
24	111	12	112	16	114	0	115	4	116	8	117	12	118	16	120	0	12	0
25	116	5	117	10	118	15	120	0	121	5	122	10	123	15	125	0	12	6
Roods.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
I.	23	3	23	6	23	9	24	0	24	3	24	6	24	9	25	0	0	1
II.	46	6	47	0	47	6	48	0	48	6	49	0	49	6	50	0	0	3
III.	69	9	70	6	71	3	72	0	72	9	73	6	74	3	75	0	0	4
	93		94		95		96		97		98		99		100			

TABLES FOR VALUING ESTATES, CULTIVATIONS, ETC.

No. of Perches	Shillings per Acre (Perches.)																For 6d. per Acre add	
	93		94		95		96		97		98		99		100			
	s.	d.	s.	d	s.	d	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
1	0	7	0	7	0	7	0	7	0	7	0	7	0	7	0	7	—	
2	1	2	1	2	1	2	1	2	1	2	1	2	1	3	1	3	—	
3	1	9	1	9	1	9	1	9	1	10	1	10	1	10	1	10	—	
4	2	4	2	4	2	4	2	5	2	5	2	5	2	5	2	6	—	
5	2	11	2	11	2	11	3	0	3	0	3	1	3	1	3	1	—	
6	3	6	3	6	3	7	3	7	3	7	3	8	3	8	3	9	—	
7	4	1	4	1	4	2	4	2	4	3	4	3	4	4	4	4	—	
8	4	8	4	8	4	9	4	9	4	10	4	11	4	11	5	0	—	
9	5	3	5	3	5	4	5	5	5	5	5	6	5	7	5	7	—	
10	5	10	5	10	5	11	6	0	6	0	6	1	6	2	6	3	—	
11	6	4	6	5	6	6	6	7	6	8	6	9	6	9	6	10	—	
12	6	11	7	0	7	1	7	2	7	3	7	4	7	5	7	6	—	
13	7	6	7	7	7	8	7	9	7	10	7	11	8	0	8	1	—	
14	8	1	8	2	8	4	8	5	8	6	8	7	8	8	8	9	—	
15	8	8	8	10	8	11	9	0	9	1	9	2	9	3	9	4	—	
16	9	3	9	5	9	6	9	7	9	8	9	9	9	11	10	0	—	
17	9	10	10	0	10	1	10	2	10	3	10	5	10	6	10	7	—	
18	10	5	10	7	10	8	10	9	10	11	11	0	11	1	11	3	—	
19	11	0	11	2	11	3	11	5	11	6	11	7	11	9	11	10	—	
20	11	7	11	9	11	10	12	0	12	1	12	3	12	4	12	6	0	1
21	12	2	12	4	12	5	12	7	12	9	12	10	13	0	13	1	0	1
22	12	9	12	11	13	1	13	2	13	4	13	5	13	7	13	9	0	1
23	13	4	13	6	13	8	13	9	13	11	14	1	14	3	14	4	0	1
24	13	11	14	1	14	3	14	5	14	6	14	8	14	10	15	0	0	1
25	14	6	14	8	14	10	15	0	15	2	15	4	15	5	15	7	0	1
26	15	1	15	3	15	5	15	7	15	9	15	11	16	1	16	3	0	1
27	15	8	15	10	16	0	16	2	16	4	16	6	16	8	16	10	0	1
28	16	3	16	5	16	7	16	9	16	11	17	2	17	4	17	6	0	1
29	16	10	17	0	17	2	17	5	17	7	17	9	17	11	18	1	0	1
30	17	5	17	7	17	10	18	0	18	2	18	4	18	7	18	9	0	1
31	18	0	18	2	18	5	18	7	18	9	19	0	19	2	19	4	0	1
32	18	7	18	9	19	0	19	2	19	5	19	7	19	9	20	0	0	1
33	19	2	19	4	19	7	19	9	20	0	20	2	20	5	20	7	0	1
34	19	9	19	11	20	2	20	5	20	7	20	10	21	0	21	3	0	1
35	20	4	20	7	20	9	21	0	21	2	21	5	21	8	21	10	0	1
36	20	11	21	2	21	4	21	7	21	10	22	0	22	3	22	6	0	1
37	21	6	21	9	21	11	22	2	22	5	22	8	22	10	23	1	0	1
38	22	1	22	4	22	7	22	9	23	0	23	3	23	6	23	9	0	1
39	22	8	22	11	23	2	23	5	23	7	23	10	24	1	24	4	0	1
	93		94		95		96		97		98		99		100			

NOTE.—In the foregoing Tables for Calculating the Value of Estates or Cultivations thereon (pp. 68-91), all fractions of less than ¾d. have been dropped; while for those of ¾d. and above, 1d. has been added.

Examples.—Required the annual value of 5A. 2R. 20P. of land at 27s. per acre.

From tables on pages 74 and 75 will be found—

A.	R.	P.		£	s.	d.
5	0	0	=	6	15	0
0	2	0	=	0	13	6
0	0	20	=	0	3	4
5	2	20		£7	11	10

Required the value of cultivations on 7A. 0R. 21P., at 31s. 6d. per acre.

A.	R.	P.			£	s.	d.			£	s.	d.
7	0	0	@ 31/	=	10	17	0,	adding for 6d. per acre,	3/6 =	11	0	6
0	0	21		=	0	4	1,	„ „	1d. =	0	4	2
7	0	21								£11	4	8

SECTION III.

AGRICULTURAL TENANT-RIGHT AND IMPROVEMENTS.

PAGE

I. ORIGIN AND GROWTH OF AGRICULTURAL TENANT-RIGHT . . . . . . 94—105

II. ASSESSMENT OF TENANT-RIGHT . . 106—111

III. METHODS OF PROCEDURE . . . 112—115

IV. FORM OF VALUATION (WEALD OF KENT) 116—119

V. FORM OF VALUATION (WEST SOMERSET) 120—121

VI. FORM OF VALUATION FOR PROBATE . 122

VII. LOCAL AGRICULTURAL CUSTOMS . . 123—126

(I.) LADY-DAY TENANCIES
(II.) MICHAELMAS TENANCIES } *folding plates, facing* 126

VIII. AGRICULTURAL HOLDINGS (ENGLAND) ACTS, 1883—1908 . . . . . . 127—140

IX. FORM OF CLAIM UNDER THE ACT . . 141—143

X. ASSESSMENT OF COMPENSATION ON BASIS OF VALUE TO INGOING TENANT . 143—150

I.—ORIGIN AND GROWTH OF AGRICULTURAL TENANT-RIGHT.

The subject of Tenant-right has been aptly described as the tangled fringe of the great agricultural question. Having regard to the conflicting and complex nature of the interests involved, it is essential to a proper comprehension of the difficulties experienced by valuers in the discharge of their duties, that the cause and effect of legislative recognition of tenant-right should be considered in connection with the existing methods of procedure in the assessment of such rights. With a view of facilitating this object, therefore, a brief sketch of the origin and growth of agricultural tenant-right may not be deemed out of place here.

Under the oldest and simplest form of holding land by means of a tenancy at will, the tillers of the soil were little more than bailiffs or agents of the landowner. As was natural under such circumstances, the landlord's rights were large, well-defined, and comparatively easy to enforce; whereas the rights of the farmers, whom he allowed at his mere will to cultivate the soil, were indefinite, and of slow growth.

It is evident from the harsh maxim of the Roman law, "*Quicquid plantatur solo, solo cedit,*" that all buildings, as well as all plants and seeds which the tenants had placed in the soil, became the property of the landlord as soon as they had taken root. The disadvantages arising from such a holding brought about a relaxation of this rule in favour of tenants, thus giving rise to the first legal recognition of tenant-right in England, in the common law of emblements (*fructus industriales*).

The concession only applied to growing crops of corn at first, but it was gradually enlarged so as to include roots planted, and other products of agriculture. This extension, therefore, gave to the tenant the property in such crops as he had actually sown, but which had not arrived at maturity when his holding was terminated by the will of the landlord, and in most cases enabled him to practically retain possession of such cropped land until the completion of the current year. The rule of emblements thus prevented any great hardship to outgoing tenants, at a period when husbandry could scarcely be said to exist as an art.

By the time that the sixteenth century arrived the Courts of Law had already begun to hold that agricultural tenants at will were in reality tenants for a year certain, and entitled to a half-year's notice before their occupations could be taken from them.

In his "Natural History of Wiltshire," 1685, Aubrey describes the eagerness with which agriculturists of that age tried experiments and introduced improvements. New vegetables were cultivated, new implements of husbandry were employed, and new manures were applied to the soil. As a result of this application of increased capital and skill, there gradually arose a variety of local customs that recognised the tenant's claims to compensation for unexhausted tillages and farmyard manures, on the termination of his tenancy.

The first case (*Trumper* v. *Cardwardine*, 1 Smith L.C., ed. 8, p. 596), of which we have any full report, was tried in Herefordshire in 1769. The plaintiff, who held under a lease, brought an action against the succeeding tenant for cutting the wheat which had been sown before the expiration of the term, and declared that it was the custom in Herefordshire for tenants who quitted their farms at Christmas or Candlemas to reap the corn sown the preceding autumn. The judge held that the custom could not legally extend to lessees by deed, though it might prevail by implication in the case of parole agreements.

The next reported case is that of *Wigglesworth* v. *Dallison* (1 Smith L.C., ed. 8, p. 594), which was tried at Lincoln in 1778, and afterwards came before the Court of Queen's Bench. It was an action of trespass against the outgoing tenant for removing his away-going crop of corn. The Court, however, held that the custom was good. Lord Mansfield, in delivering judgment, said: "It is just, for he who sows ought to reap, and it is for the benefit and encouragement of agriculture."

Local custom was thus enforced by Courts of

Law before any matters of tenant-right were embodied in statute. The security afforded by customs was, nevertheless, somewhat doubtful, for they varied in respect of place, and changed in respect of time, to a remarkable degree.

Prior to 1848, there appears to have been no documentary record of the customs existing in different parts of the kingdom; but in that year a Select Committee of the House of Commons presented an exhaustive report upon the subject. A somewhat similar report was published in 1875, by the Central Chamber of Agriculture, and a comparison of these two publications affords unmistakable evidence of the growth of tenant-right, and of the extension of customs to meet the requirements of such growth, during the period referred to. This point is shown so clearly in the following extract, taken from the latter report, that we may be pardoned for quoting it *in extenso.*

"Your Committee desire to draw the particular attention of the Council to the marked difference between customs prevailing to-day and those existing in the year 1848, when Mr. Pusey's Select Committee of the House of Commons issued its report. For example:—In Lincolnshire at that time no allowances were given for guano or other highly concentrated manures, which are now universally allowed for in that county. Compensation for draining was then only partially introduced, though it is now a general custom in Lincolnshire.

"At that time there was no allowance in Staffordshire for purchased oil-cake, feeding stuffs, and artificial manure, or for marling, boning, liming, planting quickset hedges, or draining, all of which are now subjects of compensation in, at any rate, the southern division of that county.

"In Cambridgeshire, in that part called the Isle of Ely, allowance for oil-cake, for artificial manures, and for claying, is new, since the date of Mr. Pusey's inquiry.

"In Nottinghamshire allowances for drainage were only partially introduced at that time, but are now universally the custom, together with compensation for road-making, planting quickset hedges, executing irrigation works, and making main drains, watercourses and reservoirs.

"In Cheshire there was at that period no allowance for either draining or planting quickset hedges, which, however, obtains in North Cheshire at the present time.

"In parts of Oxfordshire, compensation for chalking and bonding has been introduced since 1848.

"In South Wiltshire, allowance for purchased manures is new.

"In parts of Gloucestershire, artificial manures are now allowed for, and compensation is given for draining, though neither of these improvements was recognised by custom in 1848.

"And in parts of Devonshire, a small allowance for oil-cake, feeding stuffs, and purchased manures, and also for draining has been introduced, though there was no custom of the kind mentioned in the House of Commons' report.

"This is sufficient to show that an inquiry and report at so early a date as 1848 is wholly insufficient to enable any one to arrive at a correct conclusion regarding the established customs of the various counties in the present day."

Although in some districts the customs of the country were thus found in 1875 to have moved with the times, and to afford security for tenants' improvements, this was rather the exception than the rule. In many counties custom did not recognise such compensation, and to remedy this omission the Agricultural Holdings Act, 1875 (38 and 39 Vict. c. 92) was passed.

This measure offered a statutory security to farm tenants for unexhausted improvements made by them, and it also provided for a year's notice to be given instead of a half-year's notice, which by law had been previously regarded as sufficient. As effecting a change in the principle of English law, the Act was undoubtedly of considerable importance, for whereas in the absence of contract or custom the presumption of law used to be that the unexhausted improvements belonged to the landlord, that presumption became in a measure reversed, and the property in such improvements assigned to the tenant. In practice, however, the effect of the Act was largely nullified by its permissive principle, as landlords and tenants preferred to contract themselves out of the measure rather than face its somewhat complicated and indefinite provisions; although, indirectly, it led to more liberal contracts of tenancy by strengthening the hands of agents and trustees.

Some idea of the wholesale way in which the Act was excluded may be formed from the tabulated statement, compiled from copious returns furnished chiefly by farmers and land agents, which was published in the *Mark Lane Express* during May, 1876, and which showed conclusively, (1) that the Act was at that time very nearly a dead letter; (2) that it was the landlords who, in the vast majority of instances, had given notice to exclude it; and (3) that the farmers for the most part did not desire to come under the Act.

Shortly after the date mentioned (1875-76), a great change took place in agriculture. It is by no means an easy matter to realise at the present time the force of circumstances that expedited the passing of a measure to supersede the Agricultural Holdings Act, 1875. The period referred to may be taken as marking the zenith of the rosy days of agriculture. The change was a rapid one, and was brought about by a remarkable combination of adverse circumstances. A glance at the reports of the Agricultural Commission for 1882 is sufficient to conjure up a vivid recollection of our early acquaintance with agricultural depression.

The uncongenial and unusually capricious seasons experienced after 1875, and their injurious effects on all kinds of produce—the decrease in the value of wool—the way in which foreign competition began to change the conditions of farming, these are all matters of history. Those years of misfortune culminated in the disastrous season of 1879.

In 1882 indications of the continuance of the depression were unmistakably evident, and leases—which had been formerly regarded by farmers as beneficial—were by the altered times brought into disfavour, and yearly tenancies were preferred. This change of tenure emphasized the need of a better security for tenant-right than that provided by the Agricultural Holdings Act, 1875. It was generally admitted that the time had arrived for legislation in regard to compulsory compensation for unexhausted improvements.

The Act of 1875 was thus superseded by the Agricultural Holdings Act, 1883 (46 and 47 Vict. c. 61), a measure which differed from its predecessor in many respects, but chiefly on account (1) of its being inalienable, and (2) by its making the *value* of an improvement to an ingoing tenant the basis of compensation, instead of the *actual cost* of the operation. It still permitted freedom of contract, so far as allowing the parties interested to make prearrangements regarding any proposed improvement, and of defining the amount to be substituted for compensation under the Act; but otherwise all contracts and agreements by virtue of which a tenant would be deprived of his right to claim compensation in respect of any improvement mentioned in the Act, were rendered void both at law and in equity.

As having a somewhat indirect bearing on our subject, the Arbitration Act, 1889 (52 and 53 Vict. c. 49), is perhaps entitled to a brief notice, for it applied to every arbitration under any Act passed before or after 1889, except so far as the Arbitration Act was inconsistent with the statute affecting the arbitration. Now, the Agricultural Holdings Act, 1883, was regarded by many as being overburdened with provisions for regulating the references to which it applied; while valuations (not arbitrations) of tenant-right would, of course, be outside the Arbitration Act. The latter measure has now been superseded by the special provisions comprised in the Second Schedule of the Agricultural Holdings Act, 1908, and which are applicable to all arbitrations relating to agricultural tenant-right.

Another important measure to which reference may be made here is the Tenants' Compensation Act, 1890 (53 and 54 Vict. c. 57). Before the passing of this Act, an occupier of a farm had no legal claim to compensation for his tenant-right from a mortgagee, unless the tenancy were one which, under the Conveyancing Act, 1881, or otherwise, was binding on the mortgagee. The statute provides, *inter alia*, that the mortgagee can only evict after six months' notice in writing, and that he must make compensation to the tenant for his crops, and for any unexhausted expenditure made upon the land by the tenant in the expectation of holding it for the full term of his tenancy.

The Agricultural Holdings Act, 1900, aimed at amending the previous Acts relating to tenant-right rather by an alteration of details than by the introduction of new principles. Among other minor matters the statute provided for extending an outgoing tenant's right to compensation for the consumption of home-grown corn, as well as for purchased feeding stuffs consumed by horses other than those regularly employed on the holding; for simplifying the mode of procedure in obtaining compensation for agricultural improvements; and for remedying grievances caused by the exaction of penal rents for ordinary breaches of covenant. The Act also provided for compensation being claimed, either under custom, agreement, or otherwise, for any of the improvements comprised in its Schedule.

The alterations made in favour of the landowner include a provision that the amount payable by the tenant to the landlord, in respect of a counter-claim, might exceed that awarded to the tenant; the serving of notice of counter-claim on a tenant, and the time-limit wherein a landlord could counter-claim, were removed; and the right of entering on a holding, for the purpose of viewing the state thereof, was reserved to the landlord, or any person authorised by him.

In the 1906 Act special provision was made that all questions which are referred to arbitration shall, after January 1, 1909, be determined by a single arbitrator; the right of claiming compensation for the repairs of such buildings as are necessary for the proper working of the holding was given to the tenant, as also that of being compensated for damage by game, and for unreasonable disturbance. Moreover, the tenant was in future—notwithstanding any custom of the country, or the provisions of any contract of tenancy, or agreement—to be at liberty to follow any system of cropping he pleased, and to dispose of the produce of his holding, subject only to making proper provision to protect the holding from injury or deterioration.

The Agricultural Holdings Act, 1908, was passed for the purpose of consolidating the law relating to agricultural holdings, among the Acts incorporated being the Agricultural Holdings Acts, 1883, 1900, and 1906, together with certain sections of the Market Gardeners' Compensation Act, 1895, and the Tenants' Compensation Act, 1890. The measure thus saves cross references to the various statutes, and is undoubtedly a great convenience. For more detailed information relating to the 1908 Act, the reader is referred to the Appendix.

We have thus seen that the principles of English law were originally against the right of a tenant to anything annexed to the soil or indistinguishable from it, the presumption being that such matters belonged to the landlord. This general presumption became somewhat modified by the rule as to emblements, and still later by the prevalence of local custom; but it was not until the passing of the Agricultural Holdings Act, 1875, that the right of the tenant to unexhausted improvements made by him was recognised by the Legislature. The permissive principle of compensation underlying the 1875 Act was, in a measure, rendered compulsory by the Agricultural Holdings Act, 1883.

The rights of an outgoing tenant to be compensated for improvements were further extended and established by the Supplemental Acts of 1890, 1900, and 1906, which also provided compensation for unreasonable disturbance and damage by game. Moreover, the tenant was given (subject to certain conditions) freedom of cropping and of disposal of the produce of his holding.

II.—Assessment of Tenant-Right.

We now turn to a brief consideration of the manner in which the statutory recognition of a tenant's interest in agricultural improvements has affected the practice of tenant-right assessments.

Prior to 1875, valuers or arbitrators, as the case might be, based their assessment of the compensation payable at the termination of a tenancy either on the terms of the tenancy agreement, or on local custom, and in some instances—though, judging from the writer's own experience, these formed rather the exception than the rule—advantage was taken of both agreement and custom. The assessment either took the form of a valuation, or of an arbitration, but very seldom of both. At any rate, we have no recollection of a case in which both an appraisement and an award were required; although claims were at times made and allowed under the tenancy agreement and under custom.

The provisions of the Agricultural Holdings Act, 1875, threatened, at the time of the commencement of the Act, to interfere with this comparatively simple mode of procedure, as they did, indeed, upset the equanimity of a great number of old-established valuers who prided themselves on their knowledge of, and ability to apply, the customs of their own particular district. The trouble, however, was more apparent than real; for, as we have previously shown, the parties whom the Act was intended to benefit readily contracted themselves out of it.

The introduction of the Agricultural Holdings Act, 1883, marked a new era in tenant-right assessments. In order to carry out the provisions of the statute, meetings of the leading associations of tenant-right valuers were convened in different parts of the country, and scales of allowances were either modified, where previously in existence, or, formulated to meet the requirements of the Act (see pp. 127—138).

Those who endeavoured to put the Act in operation soon realised that it bristled with indefinite terms and vexatious technicalities. Moreover, in addition to the troublesome requirements in regard to notices, it was soon discovered that claims under the Act could not be advantageously worked in conjunction with the ordinary valuations of tenant-right, for the enactment demanded an independent reference and award in respect of the items to which it applied.

In order to obtain full compensation, it might be necessary for the outgoing tenant's representative to claim under the Act, the tenancy agreement, and the custom of the country as well, thus having, it may be, a reference and an award under the Act, an arbitration and an award under the agreement, and a valuation under the custom of the country. If contested, separate actions would, probably, have to be entered for the several amounts, and tried before different tribunals.

In addition to this cumbersome mode of procedure, the Act increased the tenant's liability, for sub-section C, section 6, provides that "any sums due to the landlord in respect of rent, or in respect of waste *committed* or *permitted* by the tenant," shall be taken into account in reduction of the amount of compensation payable to the tenant. A tenant making a claim under the Act would, therefore, be held liable for permissive as well as voluntary waste, whereas, in the absence of any such provision in an agreement, it is very doubtful whether at common law a landlord could substantiate a claim for permissive waste, at least in the case of a yearly tenancy.

The net sum receivable by a tenant for compensation, after his claim had been subjected to the costly and mangling process referred to, was found in many instances to be less than would have been obtainable under the older system; and having regard to the anxiety and loss of time involved, it is scarcely to be wondered at that, in districts where custom partially recognised a claim for improvements, the tenants should have preferred to return to the old order of things, even at some sacrifice of their statutory rights.

It has been open to doubt whether, in the case of a tenancy commencing after January 1st, 1884, a tenant can legally claim for any of the items mentioned in Part III. of the First Schedule of the Act of 1883, except under the Act, or under a written agreement which substitutes fair and reasonable compensation for such items. Legal writers have expressed the opinion that in the case of all tenancies after the commencement of the Act, the custom of the country as to compensation is excluded in respect of any improvement for which the tenant is entitled to compensation under the Act, for section 57 provides that "a tenant shall not be entitled to claim compensation by custom or otherwise than in manner authorised by this Act in respect of any improvement for which he is entitled to compensation under or in pursuance of this Act, but where he is not entitled to compensation under or in pursuance of this Act, he may recover compensation under any other Act of Parliament, or any agreement or custom, in the same manner as if this Act had not passed."

Under the 1900 Act, however, this section was repealed and provision made that the right of a tenant to claim compensation under custom, agreement, or otherwise, in lieu of the compensation provided by that Act, should not be prejudiced.

The 1908 Act provides that where any agreement in writing secures to a tenant fair and reasonable compensation for any improvement, having regard to the circumstances existing at the time of making the agreement, the compensation so secured shall, as respects that improvement, be substituted for compensation under this Act.

Prior to 1906 there was a proviso in the Acts that in estimating the value of an improvement "there shall not be taken into account what is justly due to the inherent capabilities of the soil." This proviso is now repealed, and it would seem, therefore, to be the intention of the Legislature that a tenant shall be entitled to be compensated for the whole value of improvements which utilise the dormant qualities of the soil that previously were of no practical value.

In estimating the amount of such compensation there must be taken into account:—

(*a*) Any benefit which the landlord has given to the tenant on executing the improvement; and

(*b*) As regards manuring, the value of the manure required by the contract of tenancy, or by custom, to be returned to the holding in respect of any crops sold off or removed within the last two years, not exceeding the value of the manure which would have been produced from the crops so removed had they been consumed on the holding.

These alterations have, therefore, tended to limit the Act as a measure which gives a tenant the option, either of taking the benefit of its provisions and giving up all other claims for compensation by custom for the same improvements, or, of waiving his statutory rights, and relying upon special agreement or custom. This limitation undoubtedly harmonises with the object of the Act, which was not intended to lessen the scope of agricultural customs, but rather to confirm and extend them in order to secure to agricultural tenants fair and reasonable compensation. It also accords with the general practice of tenant-right valuers who, by continuing to make the customary allowances for feeding stuffs and manures where no notice has been given, have, in the eyes of certain critics, evinced a sad lack of knowledge of the letter, and an undue appreciation of the spirit, of the Act. The working of the statute has thus been largely superseded, and references under it are still almost unheard of in some districts.

Claims may, therefore, now be made under one or more of the following headings :—

(1) Written agreement, for items for which it specially provides.

(2) Custom, for items outside the tenancy agreement, and for which the tenant paid on entry as proved by his inventory.

(3) Agricultural Holdings Acts, 1883–1908, for all unexhausted improvements specified in the Acts, and for which compensation is not provided by any "particular agreement in writing."

III.—METHODS OF PROCEDURE.

Valuations under Agreement or Custom.

In arranging the preliminaries for an *ordinary valuation of tenant-right*, each valuer will be careful to obtain a formal appointment from his client. The nomination of an umpire may then be arranged. For this purpose it is customary for the claimant's representative to submit to the other side the names of either three or five (usually the latter) responsible valuers for selection. In practice this formality is often left until the valuers meet. As a rule, it is better for the umpire to be nominated before differences arise than afterwards.

The *modus operandi* adopted by practical valuers in the assessment of tenant-right varies in different parts of the Kingdom. If valuing under custom or agreement in the Eastern Counties, the valuers generally meet at the claimant's house and take particulars of his claim. They then proceed together to inspect and estimate the various items comprised in the claim and counter-claim (if any). Details of value are seldom discussed during the inspection, but the condition of the produce, or the manner in which cultivations or improvements have been executed, is freely dealt with. Each valuer prices the items during his inspection, and, after returning to the farmhouse, the figures are worked out and the book made up as quickly as possible. The amount of the valuation is then written on a slip of paper by each valuer and the slips exchanged. If the difference prove to be a very wide one, the matter is often referred to the umpire without further discussion, otherwise it is customary to divide such difference as cannot be explained away, for a settlement.

In the West of England, the umpire often attends the first meeting of the valuers, and before differences have arisen. The claimant's representative states the amount claimed for each item, and, it may be, supports his contention by putting forward the basis and details of his estimate in the presence of the umpire. The ingoing tenant's or landlord's representative then criticises the item of claim and estimate, and generally offers a sum in settlement. All such items as the valuers are unable to agree are referred to and decided by the umpire on the spot. This constitutes an expeditious method of settlement, but it is difficult for surveyors to avoid becoming advocates or "bargainers" rather than valuers, in discharging their duties under this mode of procedure.

With London surveyors, it is customary for the claimant's valuer to attend on the farm for the purpose of preparing an inventory of claim and to furnish the other side with a copy. The landlord's valuer then makes an independent inspection of the farm, and subsequently arranges for a meeting for the purpose of discussing doubtful points and of exchanging figures. If unable to agree, a joint letter is sent to the umpire, who is supplied by the claimant's representative with the formal appointment to act; a copy of the agreement (if any); the inventory of claim; and other necessary documents. If the valuers wish to attend before the umpire, this is generally intimated in the joint letter, in order that the umpire may arrange a convenient date for the meeting.

As an example of the various items of tenant-right to be considered, we give on pp. 116—119 the details of a valuation under an agreement applicable to the Weald of Kent.

On pp. 120, 121, is shewn a form for rendering to the parties concerned a similar valuation applicable to West Somerset.

It will be observed that full particulars of the cultivations and other matters included in the valuation are stated in this form, the only details withheld being those relating to estimated weights, quantities, and values. In some districts the information given concerning the items comprised in the valuation is of the most meagre description; although it must be admitted that where a tenant is in a large measure dependent on his inventory to prove his right to compensation on quitting, that document can scarcely be too explicit. At the same time it may be pointed out that these abbreviated inventories favour the idea that the valuer who acted on behalf of the tenant at entry should also be engaged to look after his interests upon quitting the farm, as the old valuation book could then be produced in support of the claim.

ARBITRATIONS UNDER THE AGRICULTURAL HOLDINGS ACT, 1908.

In order to obtain compensation under this Act the tenant must give notice to his landlord of his intention to make a claim *before* the determination of his tenancy. If, however, the claim relates to an improvement executed after the determination of the tenancy, but while the tenant lawfully remains in occupation of part of the holding, the notice may be given at any time before he quits that part in respect of such improvement.

Subject to such notice being given by the tenant, the landlord and tenant may agree as to the amount, mode, and time of payment of the compensation; but if they cannot agree, the landlord may give the tenant notice of counter-claim, under section 6, in respect of any waste or breaches of covenant. Such difference must be settled by arbitration in accordance with the provisions of section 13 and the Second Schedule to the Act. If, however, the tenant does not proceed with his claim, the landlord may, nevertheless, go on with his counter-claim and obtain compensation.

On pp. 141, 142, are particulars of a claim for unexhausted improvements made in pursuance of the Agricultural Holdings Act, 1908.

IV. FORM OF VALUATION (WEALD OF KENT).

The following form and particulars of a valuation on a Michaelmas holding, in the Weald of Kent, represent what are generally considered matters for valuation between outgoing and incoming tenants of a farm in that locality.

Inventory and Valuation

of hop poles, underwood, seasons, manures, seeds, hay and straw, fixtures, and other effects on Oasthouse Farm, in the parish of Bellenden, from Mr. Hook to Mr. Smith, taken and made this 17th day of October, 19—, by Mr. Wills and Mr. Markes.

A. R. P.	*Hop Gardens.*		£	s.	d.
4 0 0	Marlpits.				
12,000	14-ft. poles	at 12/	72	0	0
2,400	Fire poles	2/	2	8	0
	Striking up alleys, and raking in, per acre	5/	1	0	0
	Binding bines	1/	0	4	0
½	Hilling in	1/	0	4	0
A. R. P. 2 0 0	The Vines.				
5,000	12-ft. poles	at 10/	25	0	0
2,260	Fire poles	2/	2	5	0
	Striking up and raking in	5/	0	10	0
	Binding bines	1/	0	2	0
	Hilling in	1/	0	2	0
	Total	£	103	15	0

A. R. P.			£	s.	d.
	Underwood.				
7 0 0	Seven Acre Wood.				
4 2 0	3 years' shoot, per acre, per shoot	10/	6	15	0
3 0 0	4 years' ditto	12/	7	4	0
2 2 0	5 years' ditto	14/	8	15	0
	Near Field :—				
	Shaw in east corner . . .		1	7	0
	Total . . . £		24	1	0
	Seasons, &c.				
A. R. P. 3 0 0	Three Acres, fallow.				
2	Ploughs	at 11/	3	6	0
1	Roll (3 horses) . . .	2/	0	6	0
1	Harrow (3 horses) . .	1/6	0	4	6
1	Year's rent and taxes		5	8	0
	Dressed with dung, see below.				
A. R. P. 2 0 0	Two Acres, peas off.				
1	Plough	at 11/	1	2	0
1	Harrow (3 horses) . .	1/6	0	3	0
A. R. P. 3 0 0	Eastern Three Acres, beams off.				
1	Plough	at 11/	1	13	0
	Total . . . £		12	2	6
	Manures.				
	Mixons.				
24×6×3	Dung and mould, 24 loads .	. at 3/	3	12	0
28×7×3	Rotten dung, 33 loads . .	4/	6	12	0
	Three Acres.				
45	Loads dung, carted, and spread .	4/	9	0	0
	Half Manures (purchased).				
50	Loads dung, in Marlpits.				
	Hops, 1 crop off. . .	at 1/9	4	7	6
	Total . . . £		23	11	6
	Feeding Stuffs.				
	(Used in last year.)				
	Linseed cake, as per bill, £9 .	⅓	3	0	0

A. R. P.	*Seeds sown.*				
4 0 0	Four Acres.		£	s.	d.
	Seeds, as per bill		2	8	0
	Sowing and rolling	at 1/4	0	5	4
	Total	£	2	13	4
	Hay and Straw.				
	(Feed price.)				
22×20×10	Meadow hay, 12 tons	at 50/	30	0	0
60×14	Seed hay, 11 tons	55/	30	5	0
A. R. P.					
4 0 0	Wheat	20/	4	0	0
2 0 0	Oats	15/	1	10	0
2 0 0	Peas	16/	1	12	0
5 0 0	Beans	8/	2	0	0
	Total	£	69	7	0
	Sundries.				
	Grindstone and winch		0	5	0
	Circular oast hair, 15 ft. diam. = 19½ yards	at 9d.	0	14	7
10	Use pieces	3d.	0	2	6
	Quantity old poles		0	3	6
	Cider press		2	0	0
	Total	£	3	5	7
	Fixtures in House.				
	Parlour.				
	36-inch register stove	at 6d. per in.	0	18	0
	Cornice		0	5	0
	Kitchen.				
	10-ft. shelfing	at 3d.	0	2	6
8	pegs and rail	2d.	0	1	4
	Wash-house.				
	30-gallon copper with lids and furnace, at 1/3 per gall.		1	17	6
	15-gallon ditto	at 1/ per gall.	0	15	0
	15 ft. shelfing	at 2d.	0	2	6
	Pantry.				
	12 ft. shelfing	at 3d.	0	3	0
	Total	£	4	4	10

SUMMARY.

Brought forward—	£	s.	d.
Hop poles, &c.	103	15	0
Underwood	24	1	0
Seasons, &c.	12	2	6
Manures	23	11	6
Feeding stuffs	3	0	0
Seeds sown	2	13	4
Hay and straw	69	7	0
Sundries	3	5	7
Fixtures	4	4	10
	£246	0	9

We value the foregoing effects in the sum of Two hundred and forty-six pounds and nine pence.

JAMES WILLS.

GEORGE MARKES.

£246 0s. 9d.

This valuation would require a fifteen-shilling appraisement stamp.

V. Form of Valuation (West Somerset).

The following gives particulars of a valuation in West Somerset, on a Michaelmas holding :—

Particulars and Valuation

of hay, straw, dung, tillages, feeding stuffs, &c., on Farm, Tonedown, Somerset, the property of Mr. , taken by Mr. (incoming tenant), at a valuation and reference to arbitration, made this 16th day of October, 19—, by James Wilks on behalf of the said (outgoing tenant), George Brown on behalf of the said (incoming tenant), and Robert Jones, their duly appointed umpire.

Hay.

In Barton.

Rick of old meadow hay.

Rick of new do.

Rick of clover and meadow hay.

Straw.

50 acres of wheat, barley, bean, and oat straw, as under :—

	A.	R.	P.
Wheat straw .	15	0	0
Barley do. .	12	0	0
Oat do. .	17	0	0
Bean do. .	6	0	0
	50	0	0

Reed.

Stack containing 120 sheaves of 28 lbs. each.

Dung.

2 heaps of dung in barn field.

Soil.

2 heaps soil in ditto.

Fallows (after wheat).

A.	R.	P.	
7	0	0	Barns close.

3 ploughings.

3 draggings.

1 clod crushing.

1 rolling.

1 drilling.

1 harrowing.

Fallows—cont.

1 rolling.
1 cultivating 4 acres.
1 dragging.
1 drilling (secondly).
1 harrowing.
1 rolling.
1 horse hoeing.
2 hand hoeings, Swedes.
1 do. common turnips.
Seed, as per bill.
28 loads of prepared composition for drilling, turned 3 times.
Carting same to field.
21 cwt. dissolved bones.
Haulage.
Share of rent on 7 acres.

Share of tithes.
,, rates.

Apples.

	A.	R.	P.
In home orchard . .	1	0	0
,, barn orchard . .	0	3	0

Grass Seeds.

Grass seeds (as per bill).
Sowing and harrowing.

Feeding Stuffs.

Linseed cake (as per bill), proportion of.

Cr. by

Repairs to gates, bars, and fences.
Repairs to thatch.

We, the undersigned Referees and Umpire, do hereby mutually agree, that the sum of One hundred and ninety pounds, eleven shillings, shall be paid to the said Mr. (outgoing tenant) by Mr. (incoming tenant), forthwith, in full settlement of all claims and demands between the said parties in reference to the Arbitration under an Agreement dated November 11th, 1891, between the parties for the said farm, *pro et con.*

£190 11s. 0d.

JAMES WILKS } *Referees.*
GEORGE BROWN }
ROBERT JONES, *Umpire.*

Dated *October* 16*th*, 1909.

(Stamp required). 10*s.*

VI. FORM OF VALUATION FOR PROBATE.

Particulars and valuation of live and dead farming stock and effects upon Brook Farm, in the parish of N———, in the county of Somerset, the property of the late Mr. J—— T———, who died on or about the 17th day of July, 1909, taken and made this 7th day of September, 1909, for Estate duty.

	£	s.	d.
Household Furniture, Plate, Linen, China, Glass, Pictures, Ornaments, and Wearing Apparel	122	0	0
Live and Dead Farming Stock, Corn, Hay, and Straw	736	0	0
	£858	0	0

I value the whole of the above-mentioned effects in the sum of Eight hundred and fifty-eight pounds.

£858 : 0 : 0

JAMES JOHNSON,
Licensed Appraiser,
T———,
Somerset.

VII. LOCAL AGRICULTURAL CUSTOMS.

The following Schedules (see folding plates, facing page 126) represent, in general terms, the tenant-right customs of the various counties of England. Great care should, however, be exercised in applying them to any particular district, from the fact that nearly every locality will be found to have its own peculiar customs, and which, though substantially agreeing with the Statement, may, nevertheless, offer many minor differences of detail as well as of principle. In the item of "Growing Crops," for instance, it will be observed that the outgoing tenant's interest is sometimes estimated on the principle of their value when mature; while in other counties these crops are taken at the cost of the labour bestowed on them, together with the seed, and a proportionate part of the rent and outgoings to the date of transfer. The result may be the same in both cases, although arrived at in totally different ways.

Some valuers are prone to quibble over these small "distinctions without a difference," but in carrying out tenant-right valuations in various parts of the United Kingdom, the writer has found that by readily conforming to the customs peculiar to each district, although their *raison d'être* may not at all times appear on the surface, a settlement has been greatly facilitated, to the mutual advantage of all parties primarily concerned in the business.

"*Consuming value*" is usually understood to be the value of produce for feeding purposes, apart from the manure arising from such consumption, and is usually taken at two-thirds of the market or full value of the produce, the remaining one-third being supposed to represent the value of the manure.

"*Farmyard Manure.*"—The words "labour only" imply that compensation is paid for the labour bestowed on the farmyard manure left on the holding at the end of the term, and of which the incomer derives the benefit; but no payment is made for the manure itself.

"*Purchased Manures.*"—The words "liberal allowance" indicate that compensation is allowed at something near the following rates:—

For lime and raw bones applied to pasture on a 7 to 10 years' principle—*i.e.*, decreasing one-seventh or one-tenth each year from the date of application: applied to meadow land on a 2 or 3 years' principle: applied to arable land on a 2 or 3-crop principle. For other manures applied for roots consumed on the land, the cost price is allowed. To the original cost in each case is generally added a fair estimate for the haulage from station or stores.

"*Feeding Stuffs.*"—The words "liberal allowance" generally imply an allowance of one-third of the cost of linseed and cotton-cake consumed during the last year of the tenancy, and one-sixth for the preceding year, together with one-fourth and one-eighth respectively for other purchased feeding stuffs. No proportion of the feeding stuffs consumed by horses allowed in either case.

"*Draining.*"—Agricultural customs alone very seldom secure compensation to an outgoing tenant for this improvement. The allowance is generally determined by the Agreement, or by special arrangement with the landlord. For rates of allowance see *post*, pp. 131 and 135.

WALES.

In North Wales Lady-day is the usual date of entry, while in South Wales Lady-day and Michaelmas tenancies are equally common. Nearly all the farms are held under yearly tenancies. Agricultural customs are very varied and indefinite throughout the Principality, and afford no reliable grounds for compensation to tenants for unexhausted manures or feeding stuffs, outlay on buildings, or other permanent improvements. Welsh tenants may, of course, avail themselves of the compensatory clauses of the Agricultural Holdings Acts, but as there are no clearly defined scales of allowances in use, as in different parts of England, the value of such compensation becomes a matter of considerable doubt. Questions of tenant-right are often arranged by outgoing and incoming tenants without seeking the assistance of a professional valuer, or making any claim on the landlord.

SCOTLAND.

In Scotland farms are generally held under leases of nineteen years, terminable, nevertheless, at the option of the tenant, at the end of the seventh or fourteenth year. The dates of entry are at Martinmas (November 11th) for the arable land, and at Whitsunday for the grass lands and buildings. Tenants usually quit their holdings upon the same terms as they enter. The dung is left without compensation, except as to any labour bestowed on the same for the benefit of the in-going tenant; the out-goer sows and harrows the grass seeds, provided by the in-going tenant, with the last year's crop of corn, free of charge. The allowances for feeding stuffs and purchased manures are generally defined by a scale annexed to the leases, and, as a rule, are not on so liberal a basis as the recognised allowances in England under the Agricultural Holdings (England) Acts. In the absence of any provision in the lease, it is very doubtful if an out-going tenant could substantiate his claim for unexhausted feeding stuffs or manures, if based on the custom of the country only.

(I.) LADY-DAY TENANCIES.

Outgoing Tenant receives:—

County.	Hay and Straw.	Growing Crops.	Fallow.	Farmyard Manure.	Purchased Manures.	Feeding Stuffs.	Repairs.	Remarks.
BUCKINGHAMSHIRE	Spending value	Corn by arrangement Grass seeds and sowing	Cost of labour and seed	Labour only	Liberal allowance	Proportion of last year's consumption	Landlord finds materials; Tenant finds haulage and labour	In Michaelmas tenancies, the corn is harvested by incomer for the straw
CHESHIRE . . .	Consuming value	Corn at half matured value Grass seeds and sowing	Two-thirds matured value of crop	Labour only	Liberal allowance	Proportion of two years' consumption	Landlord finds materials; Tenant finds haulage and labour	Incomer takes to lands, February 2nd, and to house, &c., May 1st
CORNWALL . . .	Consuming value	Corn sown by incomer Grass seeds and sowing	No allowance	Labour only	Unexhausted value allowed	Proportion of two years' consumption	Landlord keeps walls, main timbers and slated roofs; Tenant all other repairs.	There is no definite custom as to the items to be included in the tenant-right valuations of this county
CUMBERLAND . .	Consuming value	Indefinite	Labour, seed, purchased manure, one year's rent and outs	Labour only	Indefinite	Indefinite	Landlord keeps main walls, slates and timber; Tenant all other repairs	The customary date of entry is February 2nd
DERBYSHIRE . .	Indefinite	Corn at cost of labour, seed, rent, and outs Grass seeds and sowing	Labour, seed, manure, one year's rent and outs	Consuming price, with one-half value where one crop taken	Liberal allowance	Liberal allowance	Landlord keeps buildings; Tenant, gates, fences, and doors	Customs vary considerably in different parts of the county
DEVONSHIRE . .	Consuming value	Corn sown by ingoing tenant Grass seeds and sowing	Indefinite	Consuming price	Liberal allowance	Last year's cake, one-third; other stuffs, one-sixth	Landlord keeps walls, main timbers, and slated roofs; Tenant keeps all other repairs upon being found rough timber	Ingoing tenant usually pays for labour and cost of manure bestowed on roots fed on land by outgoer
DORSETSHIRE . .	Consuming value	Cost of seed and labour Grass seeds and sowing	Labour, seed, manure, one year's rent and outs	Consuming price, with half value where one crop taken	Liberal allowance	Liberal allowance	Landlord keeps walls, slated roofs and main timbers; Tenant generally doing other repairs	Tenants generally leave on the same principle under which they enter farms
DURHAM . . .	Indefinite	Grass seeds and sowing	Indefinite	Indefinite	Indefinite	A portion of feeding stuffs consumed in last year	Landlord keeps all buildings and gates in repair; Tenant keeps fences	May-Day is the usual date of entry, the outgoer retaining the land under corn crops, which latter he harvests, leaving straw without compensation
HEREFORDSHIRE .	Consumed by outgoer	Corn at proportion of matured value Grass seeds and sowing	Indefinite	Indefinite	Scale agreed on at entry	Scale agreed on at entry	Landlord keeps roofs and main walls; Tenant keeps all other repairs upon being allowed rough timber	Outgoer retains fold yards and buildings until May 1st. February 2nd is the usual date of entry
LANCASHIRE . .	Consuming value	Corn by arrangement Grass seeds and sowing	Two-thirds of wheat crop belongs to outgoer	Consuming price	Indefinite	Indefinite	Landlord keeps main walls, main timbers, and roofs; Tenant all other repairs	The usual date of entry is February 14th for the land and May 12th for the house and buildings
LEICESTERSHIRE .	Consuming value	Grass seeds and sowing	Labour, seed, purchased manure, one year's rent and outs	Consuming price	Indefinite	Indefinite	Landlord keeps main walls and timbers; Tenant keeps slates, fences, and gates, upon being allowed timber	Date of entry, March 25th, or April 6th. Michaelmas tenancies are common in some parts of the county
LINCOLNSHIRE .	Consuming value	Seed, labour and proportion of rent and outs Grass seeds and sowing	Seed, labour and one year's rent and outs	No allowance	Cost of artificial manures applied to roots consumed on holding, in last year	Indefinite	By arrangement at entry	The usual date of entry is April 6th
MONMOUTHSHIRE	Consuming value	Seed, labour, and artificial manure for corn Grass seeds and sowing	Outgoer harvests wheat, leaving straw	No allowance	Indefinite	Indefinite	Landlord keeps roofs and walls, and provides timber for the other repairs to be done by Tenant	The usual date of entry is February 2nd
NORTHAMPTONSHIRE	Consuming value	Seed, labour and proportion of rent and outs Grass seeds and sowing	Seed, labour and one year's rent and outs	No allowance	No allowance	Half cost of cake consumed in last year	Landlord keeps roofs and walls, and provides timber for the other repairs to be done by Tenant	Some tenancies commence at Michaelmas. Tenant-right valuations are much heavier in the south than in the northern part of the county
NORTHUMBERLAND	Indefinite	Grass seeds and sowing	Indefinite	Indefinite	Indefinite	A portion of feeding stuffs consumed in last year	Landlord keeps all buildings and gates in repair, Tenant keeps fences	May-Day is the usual date of entry, the outgoer retaining the land under corn crops, which latter he harvests, leaving the straw without compensation
NOTTINGHAMSHIRE	Consuming value	Seed and labour for corn Grass seeds and sowing	Seed, labour and one year's rent and outs	Consuming price	Medium allowance	Medium allowance	Tenant keeps all buildings, fences, gates, &c., in repair	March 25th and April 6th are the usual dates of entry
SHROPSHIRE . .	Consuming value	Outgoer takes half of matured wheat crop Grass seeds and sowing	Outgoer takes two-thirds of matured wheat crop	Labour only	Liberal allowance	Liberal allowance	Landlord keeps roofs and walls in repair, Tenant keeps remainder, being allowed rough timber	The usual date of entry is March 25th. The custom relating to the ingoer's share of corn crops varies slightly
STAFFORDSHIRE .	Consuming value	Outgoer takes half of matured wheat crop Grass seeds by arrangement	Outgoer takes two-thirds of matured wheat-crop	Labour only	Liberal allowance	Liberal allowance	Landlord repairs roofs and main walls, and finds materials for other repairs, Tenant paying for labour on latter	The date of entry is March 25th. Outgoer retaining the right to enter and harvest his share of wheat
WESTMORELAND .	Consuming value	By arrangement	No allowance	No allowance	By arrangement	By arrangement	Landlord keeps main walls, roofs, floors, gates and doors, and Tenant keeps fences and internal fitttings in repair, being allowed rough timber	The usual date of entry is Candlemas. The ingoer is not bound to take any crop by valuation or to pay for unexhausted manure
WORCESTERSHIRE	Consumed by outgoer	One-third taken at matured value, straw being left without compensation Grass seeds by arrangement	Outgoer entitled to two-thirds of matured value of grain Labour on bare fallow	Labour only	Liberal allowance	Liberal allowance	Tenant keeps all buildings, gates and fences in repair upon being allowed materials	Entries are made at Candlemas and Lady-Day. The outgoer retains portion of house and buildings until May 1st
YORKSHIRE . .	Consuming value	Outgoer entitled to one-third of all matured corn crops sown by him Grass seeds and sowing	Proportion of matured crop All labour on bare fallow	Consuming price	Liberal allowance	Liberal allowance	Tenant keeps the buildings, gates and fences in repair, upon being allowed materials	Entries at Candlemas and Lady-Day. Customs vary considerably in different parts of the county

(II.) MICHAELMAS TENANCIES.

Outgoing Tenant receives:—

County.	Hay and Straw.	Growing Crops.	Bare Fallow.	Farmyard Manure.	Purchased Manures.	Feeding Stuffs.	Repairs.	Remarks.
Bedfordshire	Consuming value	Roots at consuming value Grass seeds and sowing	Indefinite	Labour only	Liberal allowance	Liberal allowance	Landlord finds materials for repairs to gates, fences, and buildings, Tenant pays for labour and carting	Outgoer is sometimes allowed to retain a portion of the buildings until Lady Day
Berkshire	Market value	Labour and seed for roots Corn crops harvested by outgoer Grass seeds by arrangement	Labour only, half tillages allowed in some cases	No allowance	Liberal allowance	Liberal allowance	Landlord finds materials, and Tenant pays for labour and carting	Pre-entry often granted for root cultivation. Outgoer sometimes holds part of buildings until May 1st.
Cambridgeshire	Consuming value	Roots at consuming value Grass seeds by arrangement	Labour and 1 year's rent and outs	No allowance	Liberal allowance	Liberal allowance	Landlord finds materials, and Tenant pays for labour and carting	The usual date of entry is October 11th. Outgoer holds part of buildings until Lady Day to thresh and dress corn crops
Essex	By arrangement	Labour, seed, and manure for roots Grass seeds by arrangement	Labour and manure, sometimes rent and outs	At feeding price with half values when one crop only has been taken	By arrangement	By arrangement	Landlord finds materials and timber in the rough, Tenant does the repairs	Ingoer is sometimes allowed pre-entry to sow grass seeds
Gloucestershire	Consuming value except meadow hay, which is market value	Roots at consuming value Grass seeds by arrangement	All cultivations of which the ingoer derives the benefit are paid for	Labour only	By arrangement	By arrangement	Tenant does repairs, being allowed timber in the rough by Landlord	Lady Day tenancies are not uncommon in this county.
Hants	By arrangement	Roots and grass seeds sown by ingoer	Indefinite	No allowance	By arrangement	By arrangement	Landlord finds materials, Tenant does haulage and labour	Pre-entry allowed for root cultivation. Outgoer retains portion of buildings until May 1st. Growing underwood is usually included in valuation
Hertfordshire	Hay and wheaten straw at market value, other straw at consuming value	Labour, seed, and manure for roots Grass seeds by arrangement	By arrangement	Labour only	By arrangement	By arrangement	Landlord finds materials, Tenant does haulage and labour	Outgoer retains part of buildings until Lady Day for threshing and cleaning corn
Huntingdonshire	Consuming value	Roots at consuming value Grass seeds and sowing	Ploughing only	Labour only	Proportion of Manures applied to Roots	By arrangement	Landlord provides materials, Tenant does haulage and labour	Outgoer retains part of Buildings until May 1st for threshing and dressing Corn
Kent	Consuming value	Labour, seed, and manure for roots Grass seeds and sowing	Labour and 1 year's rent and outs	At feeding price	By arrangement	By arrangement	By arrangement	The usual date of entry is October 11th. Outgoer harvests and threshes corn crops. Underwood is generally included in valuations of Tenant-right
Middlesex	Consuming value	Roots at consuming value	No allowance unless by arrangement	At feeding price, half manures allowed	By arrangement	By arrangement	Landlord provides Materials, Tenant does haulage and labour	Outgoer retains part of buildings until May 1st for threshing and dressing corn
Norfolk	By arrangement	By arrangement Grass seeds and sowing	No allowance	At feeding price with labour	By arrangement	By arrangement	Landlord finds timber in the rough, and Tenant does repairs	The usual date of entry is October 11th. Ingoer threshes corn and has straw without payment
Oxfordshire	1st cut clover hay at market value, other hay and straw at consuming value	Labour, seed, manure Rent and outs for roots Grass seeds and sowing	Labour only	Labour only	Manure applied for roots is allowed	By arrangement	Landlord keeps main walls and roofs and finds materials for Tenant to do other repairs	Outgoer holds part of house and buildings until March 25th if he consumes produce
Rutland	Consuming value	Roots at consuming value Grass seeds by arrangement	Labour and one year's rent and outs	Labour only	Manure applied for roots is allowed	By arrangement	By arrangement	Outgoer harvests and threshes corn
Somersetshire	Hay at ¾ market value, straw at ½ ditto	Roots at consuming value Grass seeds and sowing	Labour only	At feeding price and labour	Liberal allowance	Liberal allowance	By arrangement	Customs vary very much in different parts of the county
Suffolk	Hay at consuming value, straw is not paid for	Labour, seed, manure Half-year's rent and outs for roots	By arrangement	At feeding price and labour	By arrangement	By arrangement	Landlord finds materials; Tenant pays for haulage and labour	The usual date of entry is October 11th. Ingoer threshes and markets the last year's corn crop for the straw
Surrey	Consuming value	Grass seeds by arrangement Roots at consuming value Grass seeds and sowing	Labour and one year's rent and outs	Market price	By arrangement	By arrangement	Landlord finds materials; Tenant pays for haulage and labour	Outgoer retains barn for threshing and dressing corn until March 25th
Sussex	Consuming value	Roots at consuming value Grass seeds and sowing	Labour and one year's rent and outs	At feeding price and labour	By arrangement	By arrangement	Landlord finds materials; Tenant pays for haulage and labour	Outgoer holds barn and granary until May 1st
Warwickshire	Consuming value	Roots at spending price Grass seeds and sowing	Labour and one year's rent and outs	By arrangement	Full cost of artificial manures applied to last year's roots	Liberal allowance	Landlord finds materials; Tenant pays for haulage and labour	Outgoer retains barn until March 25th for threshing
Wiltshire	Hay at market price, straw at consuming value	Roots sown by ingoer Grass seeds by arrangement	By arrangement	By arrangement	Manures used for last year's roots allowed	Liberal allowance	Landlord repairs buildings and gates; Tenant keeps fences	Outgoer retains part of house and buildings until March 25th

[*To face p.* 126 (*after* LADY-DAY TENANCIES).

VIII. AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883.

First Schedule.

To facilitate the working of this portion of the above Act, scales of allowances have been drawn up by the various Chambers of Agriculture throughout the country; and although these will be found to differ from each other in minor details, in many of the more important subjects of valuation, they substantially agree. The following specimens represent what has been determined as "fair and reasonable compensation" to an outgoing tenant, in different parts of England.

IN DEVONSHIRE AND WEST SOMERSET.

Part III.—16. *Boning of land with undissolved bones.*—If applied in the last year of the term on lands properly fallowed and sown with roots, the whole of such outlay; but such allowance shall not exceed fifty shillings per acre for every acre under root crop. If applied in the last year but one of the tenancy, in like manner, one-third of the outlay. Bones to be half inch, and roots to be consumed on holding. If applied to permanent pasture, on a five years' principle, provided no hay crop has been taken. If a hay crop is taken, the same to be counted two years' exhaustion, such five years' principle being in equal proportions. In estimating the cost of purchased manure to be allowed to the outgoing tenant, the cost of carriage from the nearest wharf, kiln, or railway station to be added to the cost of such purchased manure.

20. *Liming of land.*—For lime applied to arable land in which corn shall have been sown only once during the last four years of the tenancy, the cost not exceeding £2 per acre, exclusive of carriage, on the four years' basis; for the same if applied to permanent pasture, the cost not exceeding £4 per acre, on the eight years' basis; in equal annual proportions in both cases.

22. *Application to the land of purchased artificial or other purchased manure.*—Where nitrate of soda is used for top dressing on corn, or on grass, no allowance be made; but where nitrate of soda is applied for root or green crops, one half the cost to be allowed, provided that no more than two cwt. per acre be applied; and that where used in the Michaelmas tenancy, the whole cost to be allowed, provided the root crop is not paid for. Where phosphates, dissolved bones, and guano are used for green crops, they shall be paid for in full; but where a crop of corn is taken after, one half of the cost of such manure shall be allowed, provided the roots have been consumed on the land where sown, and that the cost shall not exceed 50s. per acre. Where dissolved bone manure or guano is applied for the last crop of corn, in the

last year of the tenancy, an allowance of one-third of the cost to be made.

Recommended.—That the value to the incoming tenant of the cost of fallowing for roots grown in the last year of the term be paid to the outgoing tenant, on such land being left in a clean condition; such value not to exceed 50s. per acre.

23. *Consumption on holding by cattle, sheep, or pigs of cake or other feeding stuffs not produced on the holding.*—The outgoing tenant to be paid one-third of the outlay for linseed, rape, and cotton cake consumed in the last year of the tenancy, and one-sixth for the previous year, provided that the cost shall not exceed the average of the three previous years. That the allowance to be made for other feeding stuffs be one-fourth for the last year, and one-eighth for the preceding year, the consumption not to exceed the average of the last three years of the tenancy.

IN THE NORTHERN COUNTIES.

The following is the Report of a select committee of the Newcastle Farmers' Club :—

"It is provided for in the Act that a tenant, at the termination of his tenancy, shall obtain from the landlord such compensation 'as fairly represents the value of the improvement to an incoming tenant.' It appears to your committee that fixing a scale naming a hard and fast value for every 'improvement' named in the Act, whether well or ill executed, whether in good or bad repair, and reducing the price by a certain percentage for each year used, would in effect and incidence be unjust, resulting in the good farmer getting too little, and the bad farmer too much. For instance, in regard to under drainage, 'it cannot be said that if badly planned and executed, and kept in bad repair,' it would be of the same value to the landlord or incoming tenant as if it had been efficiently made and kept in good repair; or that the application of purchased manures, or the consumption of purchased foods, would leave the same manurial value in a holding full of weeds, badly cultivated and managed, as on that clean, thoroughly cultivated, and well managed. Therefore, to obviate as much as possible the unequal operations of the Act, your committee propose a basis on which 'improvements' may be estimated, having a certain degree of elasticity, so that arbiters may have sufficient scope to arrive at decisions, which will not only tend to encourage tenants permanently to improve their holdings, but also prevent the danger of landlords or incoming tenants having to pay for that which has been so badly made or treated that it is exhausted, and little more left in the shape of an improvement than a name.

"Your committee suggest that in regard to each 'improvement' (with one exception) there should be compensation of three degrees, viz., 1st class, 2nd class, and 3rd class. The 1st class to mean that when in regard to an 'improvement' the effects were very beneficial, from the management generally having been good and judicious; 2nd class, when these conditions had not been so meritorious; and 3rd class, when the conditions had been bad.

"As the improvements scheduled in Part I. of the schedule to the Act require the consent of the landlord, and are, therefore, likely to be a matter of arrangement between landlord and tenant as heretofore, your committee do not attempt to lay down any basis on which to estimate their value.

"*Part II. of the First Schedule to the Act*, 1883.

"1. Drainage:—

1st class	—Estimated to last	35 years	as a maximum.
2nd class	do.	25	do.
3rd class	do.	15	do.

"Exhaustion to be estimated in 1st class at $\frac{1}{35}$ part of first cost in each year since made, 2nd class at $\frac{1}{25}$, and 3rd class at $\frac{1}{15}$ in each year.

"2. Surface drains:—

"That the outgoing tenant be repaid the reasonable cost of open drains, minus the cost of putting the drains into efficient working order, provided the said drains have been executed in proper manner and method.

"*Part III. of First Schedule.*

"3. Boning of land with undissolved bones:—

	Arable and Hay Meadow.	Pasture Land.
1st class—Exhaustion, each crop	$\frac{1}{5}$	$\frac{1}{10}$
2nd class do.	$\frac{1}{4}$	$\frac{1}{8}$
3rd class do.	$\frac{1}{3}$	$\frac{1}{6}$

"4. Liming of land (magnesian limestone and gas lime excepted):—

1st class—Exhaustion, each crop	$\frac{1}{10}$	$\frac{1}{20}$
2nd class do.	$\frac{1}{8}$	$\frac{1}{16}$
3rd class do.	$\frac{1}{6}$	$\frac{1}{12}$

"5. Dissolved bones and phosphates, phosphatic guanos, ground phosphates, kainit and fish guano:—

1st class—Exhaustion, each crop	$\frac{1}{3}$	$\frac{1}{8}$
2nd class do.	$\frac{1}{2}$	$\frac{1}{4}$
3rd class do.	all	$\frac{1}{2}$

"6. Ammoniacal guanos:—

1st class—Exhaustion, each crop	$\frac{1}{3}$	$\frac{1}{6}$
2nd class do.	$\frac{1}{2}$	$\frac{1}{4}$
3rd class do.	all	$\frac{1}{2}$

"7. Sulphate of ammonia and nitrate of soda:—

"That no compensation be paid for these manures when applied to arable land.

"8. When applied to grass land:—

1st class—Exhaustion, each crop	all	$\frac{1}{3}$
2nd class do.	,,	$\frac{1}{2}$
3rd class do.	,,	all

“ 9. Farmyard manure :—

	Arable and Hay Meadow.	Pasture Land.
1st class—Exhaustion, each crop . .	$\frac{1}{5}$	$\frac{1}{9}$
2nd class do. . .	$\frac{1}{4}$	$\frac{1}{7}$
3rd class do. . .	$\frac{1}{3}$	$\frac{1}{6}$

“ 10. Town manure (scavenger) :—

	Arable and Hay Meadow.	Pasture Land.
1st class—Exhaustion, each crop . .	$\frac{1}{4}$	$\frac{1}{4}$
2nd class do. . .	$\frac{1}{3}$	$\frac{1}{3}$
3rd class do. .	$\frac{1}{2}$	$\frac{1}{2}$

“ Residuary manurial value left by the consumption of (purchased) artificial and other foods.

“ For every ton used :—

	Value of Residuum. £	s.	d.
Decorticated cotton cake (containing about 6 per cent. nitrogen, 16 per cent. oil) .	3	0	0
Linseed and rape cake (4$\frac{1}{3}$ per cent. nitrogen, 11 per cent. oil)	2	10	0
Undecorticated cotton cake (3 per cent. nitrogen, 6 per cent. oil)	2	0	0
Beans, peas, tares, lentils, linseed, malt dust	1	10	0
Wheat, oats, barley, bran, maize, malt .	1	2	0
Hay and locust beans	0	16	0
Straw of beans, oats, wheat, barley, and peas	0	11	0
Potatoes	0	4	0
Mangel-wurzel, carrots, and turnips . .	0	3	0

“ Manurial residue from the foregoing goods :—

	On Arable and Hay Meadows.	Pasture.
1st class—Exhaustion, each crop . .	$\frac{1}{4}$	$\frac{1}{6}$
2nd class do. . .	$\frac{1}{3}$	$\frac{1}{4}$
3rd class do. . .	$\frac{1}{2}$	$\frac{1}{3}$

"'Crop' in every case to mean the produce of one year.

"It is not pretended that the manures and foods enumerated are exhaustive of those in the market, but your committee have dealt with those most commonly used in the district; others not mentioned can be estimated by comparing them to those mentioned of like character and quality.

"When a crop of hay is taken from pasture land it should be counted as having the same effect as a crop off arable land.

"The onus of proof to rest on the person claiming compensation that the manures and foods were pure of their kind, and not charged at more than their fair market value.

IN CHESHIRE.

"In estimating the value of such improvements as are made by applying bones, lime, or manures, or by draining, or eradicating fences, reclaiming land, or planting new hedges, it shall be essential to consider—first, the relative improvement which has resulted therefrom, and to tabulate it as of 'first,' 'second,' or 'third class,' and then to apply the subjoined schedule of proportions to the original outlay, or to the estimated first cost, to determine its value at any subsequent time.

For application of	Schedule.	When 1st class.	When 2nd class.	When 3rd class.
1. Ground 'raw bones' to pasture land, and not afterwards ploughed or mowed . .	Reduction of first cost yearly to be estimated .	1/10	1/8	1/6
2. 'Boiled bones' to pasture land, and not afterwards ploughed or mowed . .	Do. do. . .	1/7	1/5	1/3
3. 'Raw or boiled bones' on pasture land, afterwards mown	Do. do. . .	1/4	1/2	3/4
4. 'Ground bones,' or purchased animal manure (produce of live animals) to crops on land under tillage	Do. do. . .	1/2	3/4	
5. Lime or marl to grass or tillage crops . .	Do. do. . .	1/6	1/4	1/3
6. Drainage—drain pipes, cartage, and labour included	Do. do. . .	1/20	1/16	1/12
7. Draining—landlord having given drain pipes	Do. do. . .	1/10	1/8	1/6
8. Eradicating hedges, filling up pits, or railing, planting, and cultivating new hedges, when all cost is borne by tenant . .	Do. do. . .	1/20	1/16	1/12
9. Ditto, ditto, when drain pipes, posts and rails, and quicksets, are found by landlord	Do. do. .	1/10	1/8	1/6

"Vouchers to confirm expenditure or claim should be kept and produced as evidences of outlay. In case of expenditure without improvement resulting, compensation for outlay cannot be claimed; but should the expenditure be largely profitable as an improvement, compensation may be due on a more liberal scale than the first class.

"Draining (Nos. 6 and 7) are improvements of which notice to the landlord is required before execution, and the landlord's consent must be obtained to the items numbered 8 and 9 to entitle to compensation. It is recommended also that outgoing tenants shall be paid the full value of all farmyard manure upon the farm which has been properly cared for and made up into middens; and for the consumption of cake or corn consumed by stock on pasture, or on growing turnips, as far as the land is improved by the manure of such stock."

FEEDING STUFFS.

The scales of allowances for feeding stuffs originally adopted by Valuers' Associations were nearly all based on the cost of the food; but when under the 1900 Act compensation became payable for the consumption of corn grown upon the farm, and also for corn, etc., consumed by horses other than those regularly employed upon the holding, the necessity for some other method of assessing compensation became more fully realised. A "Valuation Committee" was therefore appointed by the Central and Associated Chambers of Agriculture, in 1902, to consider the various scales of compensation in force. The Committee found that the scales showed a great divergence of allowances, not only in regard to such improvements as the application of artificial manures, but also for cakes, corn, and other feeding stuffs. The Committee therefore recommended the adoption of a scale of allowances based on the residual manurial value, and founded on tables compiled by Dr. Voelcker and Mr. A. D. Hall, instead of on the cost of feeding stuffs.

In 1908 it was found that, although many Valuers' Associations still adhered to the cost-price basis, yet in a considerable number of counties it had become the practice to base compensation for the unexhausted value of feeding stuffs on their residual manurial value, as determined by the scale recommended by the Chamber, or on Voelcker and Hall's tables, or else on some modification of Lawes and Gilbert's tables.

The scale recommended by the Chamber is practically the same as that shown in Voelcker and Hall's tables, with this exception—that whilst in the tables the compensation is spread over four years, the Chamber recommended that it should be limited to three years only. In Lawes and Gilbert's 1898 tables, the period of exhaustion is taken at eight years.

In framing their tables, Voelcker and Hall adopted, in a large measure, the percentage of manurial constituents given in Lawes and Gilbert's tables. They, however, took as the basis of their compensation value one-half of the nitrogen at 12s. per unit, three-fourths of the phosphoric acid at 3s. per unit, and the whole of the potash at 4s. per unit; whereas in Lawes and Gilbert's tables the ammonia is valued at 4d., phosphoric acid at 2d., and potash at 1½d. per lb. respectively.

In the application of their scale of allowances the Chamber of Agriculture strongly recommend that valuers should, in each case, take into account, among other matters, (*a*) what proportion of the feeding stuffs has been fed on arable land and on grass respectively; (*b*) what proportion has been fed to milking cows, and to young stock, fattening stock, or sheep, or pigs; (*c*) whether the manure has been made in open or covered yards, or boxes, and whether it has been properly cared for afterwards and judiciously applied; (*d*) the nature of the soil of the holding, and the question whether the consumption has been of long continuance.

Combined form of notice of the tenant's intention to claim compensation under the Act, with particulars of claim:—

AGRICULTURAL HOLDINGS ACTS, 1883—1908.

Notice of intended claim for compensation as required by sec. 6.

I hereby give you notice that it is my intention, on the determination of my tenancy of the holding situated at , in the county of , which I now hold of you, to make a claim for compensation in respect of improvements made by me on the said holding; and I give you further notice that the improvements in respect of which I intend to claim compensation as aforesaid are comprised in the part (or parts) of the First Schedule to the said Acts, and the particulars of my said intended claim are as follows: [*here state particulars of each item*]. And take notice that the amount of my intended claim is the sum of £

Dated this day of 19
(Signed)

To of
Landlord of the said Holding.

[N.B.—This notice is to be served before the determination of the tenancy.]

Form of counter notice by landlord under sec. 6:—

AGRICULTURAL HOLDINGS ACT, 1908.

I hereby give you notice that, having received notice of your intention to claim compensation

under the provisions of the above-mentioned Act in respect of improvements alleged to have been made by you on the holding known as
situate at in the county of
which you hold as tenant under me, it is my intention to make a claim against you under the provisions of the said Act in respect of [*here state the details of the waste or breach of contract in respect of which the claim is to be made*]. And take further notice that the amount of my said intended claim is £ And I hereby require that the arbitration between us shall extend to the determination of my claim against you.

As witness my hand the day of
19
(Signed)

To
of
Tenant of the said Holding.

[N.B.—The above Notice may be given not later than seven days after the appointment of the arbitrator. Notices under this Act may be served on the person to whom they are to be given by leaving them at his last known place of abode in England, or by sending them through the post in a registered letter addressed to him there.]

IX.—FORM FOR RENDERING PARTICULARS OF CLAIM UNDER AGRICULTURAL HOLDINGS ACT, 1908.

Particulars of claim for compensation under the Agricultural Holdings Acts, for the undermentioned improvements made upon my holding known as Farm, situate in the parish of , and county of , and of which my tenancy will terminate at Ladyday next.

LIMING OF LAND.

Date.	Name of Field.	No. of Tons.	Cost. £	s.	d.	Proportion Claimed.	Amount Claimed. £	s.	d.
1904. May	Barn Field .	50							
	Home Field .	40							
		90 at 10s.	45	0	0	$\frac{1}{6}$	7	10	0
1905. April	Long Close .	40 ,,	20	0	0	$\frac{2}{6}$	6	13	4
1906. May	Barn Close .	36 ,,	18	0	0	$\frac{3}{6}$	9	0	0
1907. March	Long Bottom	64 ,,	32	0	0	$\frac{4}{6}$	21	6	8
1908. April	Square Close	60 ,,	30	0	0	$\frac{5}{6}$	25	0	0

PURCHASED FEEDING STUFFS CONSUMED UPON THE HOLDING.

Date.	No. of Tons.	Cost. £	s.	d.	Proportion Claimed.	Amount Claimed. £	s.	d.
From April 3rd, 1907, to March 25th, 1908	6 tons Linseed Cake 10 ,, Cotton ,, 2 ,, Bran	115	0	0	$\frac{1}{6}$	19	3	4
	50 qrs. Maize . .	50	0	0	$\frac{1}{12}$	4	3	4
From March 26th, 1908 to Jan. 1st, 1909	6½ tons Linseed Cake 12 ,, Cotton ,, 2 ,, Bran	123	0	0	$\frac{1}{3}$	41	0	0
	32 qrs. Maize . .	32	0	0	$\frac{1}{6}$	5	6	8

PURCHASED ARTIFICIAL MANURE APPLIED TO THE LAND.

Date.	No. of Tons.	Cost. £	s.	d.	Proportion Claimed.	Amount Claimed. £	s.	d.
From March 25th, 1907, to March 25th, 1908	4 tons Dissolved Bones 3 ,, Superphosphate 3 ,, Phosphated Guano	55	0	0	⅓	18	6	8
From March 26th, 1908, to Jan. 1st, 1909	4 ,, Dissolved Bones 4 ,, Turnip Manure 3 ,, Bone Manure	57	0	0	⅔	38	0	0
						£195	10	0

Detailed vouchers for the above will be produced to the referees, or may be previously inspected upon application.

A supplementary claim will be made for additional feeding stuffs required on the holding from January 1st, 1909, until the end of tenancy.

(Signed)________________ *Tenant's Name.*

FORM OF SUPPLEMENTARY CLAIM.

Farm, Parish of

Supplementary claim under the Agricultural Holdings Act, 1908, for feeding stuffs purchased and consumed after January 1st, 1909.

		Cost. £	s.	d.	Proportion. Claimed.	Amount Claimed. £	s.	d.
From Jan. 1st, 1909, to March 25th, 1909	4 tons Linseed Cake	30	0	0				
	7 ,, Cotton ,,	35	0	0				
		65	0	0	⅓	21	13	4
Amount of claim rendered Jan. 1st, 1898 . .						195	10	0
Total amount of claim						£217	3	4

(Signed)______________*Tenant's Name.*

In the case of a Michaelmas tenancy, a Supplementary claim would seldom be necessary, as the tenant would quit the holding before the commencement of the feeding season.

X.—ASSESSMENT OF COMPENSATION ON BASIS OF VALUE TO INGOING TENANT.

It will be observed that the preceding claim is drafted in accordance with the scales still adopted by many valuers, and is based on the *cost* of the several improvements. The Act, however, provides that the landlord shall pay such compensation "as fairly represents the value of the improvement to an ingoing tenant." With a view of enabling such value to be defined with greater accuracy, Sir J. Lawes and Sir H. Gilbert formulated the following tables, showing the original and compensation values of the unexhausted manure arising from the consumption of a ton of each of the feeding stuffs named, per annum, for a period of eight years :—

CONSUMED BY COWS, ASSUMING A YIELD OF TEN QUARTS OF MILK PER HEAD PER DAY.
(Lawes and Gilbert, 1898.)

Foods.	Linseed Cake.		Decorticated Cotton Cake.		Undecorticated Cotton Cake.		Indian Corn.		Wheat.		Barley.		Oats.		Clover Hay.		Oat Straw.		Swedes.	
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
Total original manure value, deducting constituents in milk only	43	10	67	4	39	2	9	11	12	1	10	6	13	4	23	7	4	9	2	7
Last year . . .	21	11	33	8	19	7	5	0	6	1	5	3	6	8	7	10	1	7	1	3·5
Second year .	14	7	22	5	13	1	3	4	4	1	3	6	4	5	6	3	1	3	0	10·3
Third ,, . .	9	9	14	11	8	9	2	3	2	9	2	4	2	11	5	0	1	0	0	6·9
Fourth ,, . .	6	6	9	11	5	10	1	6	1	10	1	7	1	11	4	0	0	10	0	4·6
Fifth ,, . .	4	4	6	7	3	11	1	0	1	3	1	1	1	3	3	2	0	8	0	3·1
Sixth ,, . .	2	11	4	5	2	7	0	8	0	10	0	9	0	10	2	6	0	6	0	2·1
Seventh ,, . .	1	11	2	11	1	9	0	5	0	7	0	6	0	7	2	0	0	5	0	1·4
Eighth ,, .	1	3	1	11	1	2	0	3	0	5	0	4	0	5	1	7	0	4	0	1·
Total compensation values . . .	63	2	96	9	56	8	14	5	17	10	15	4	19	0	32	4	6	7	3	8·9

CONSUMED BY OXEN OR SHEEP.
(Lawes and Gilbert, 1898.)

Food.	Linseed Cake.		Decorticated Cotton Cake.		Undecorticated Cotton Cake.		Indian Corn.		Wheat.		Barley.		Oats.		Clover Hay.		Oat Straw.		Swedes.	
	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.	s.	d.
Original manure value, deducting increase in live weight only . .	51	11	74	9	45	3	16	7	18	11	17	2	19	9	27	0	7	5	2	11
Last year . . .	26	0	37	4	22	7	8	4	9	6	8	7	9	11	9	0	2	6	1	5·5
Second year . .	17	4	24	11	15	1	5	7	6	4	5	9	6	7	7	2	2	0	0	11·7
Third ,, . .	11	7	16	7	10	1	3	9	4	3	3	10	4	5	5	9	1	7	0	8·
Fourth ,, . .	7	9	11	1	6	9	2	6	2	10	2	7	2	11	4	7	1	3	0	5·
Fifth ,, . .	5	2	7	5	4	6	1	8	1	11	1	9	1	11	3	8	1	0	0	3·5
Sixth ,, . .	3	5	4	11	3	0	1	1	1	3	1	2	1	3	2	11	0	10	0	2·3
Seventh ,, . .	2	3	3	3	2	0	0	9	0	10	0	9	0	10	2	4	0	8	0	1·5
Eighth ,, . .	1	6	2	2	1	4	0	6	0	7	0	6	0	7	1	10	0	6	0	1·
Total compensation values . . .	75	0	107	8	65	4	24	2	27	6	24	11	28	5	37	3	10	4	4	2·5

A deduction of one-half of the original manure value of the food used the last year is made to cover the losses to which the manure may be subject, and the deferred nature of the returns; and one-third of the remainder each year to the eighth, in the case of all foods in their list excepting the hays and straws, for which last-mentioned foods two-thirds of the original manure value is deducted for the last year, and only one-fifth from year to year to the eighth year.

Although the tables of Lawes and Gilbert have proved of great value as a foundation for computing the manurial values of feeding stuffs, they have seldom been adopted in their entirety by professional valuers. The period of exhaustion (eight years) has been regarded as being too long under ordinary circumstances, and the all-round deduction of fifty per cent. from the original manure value as being too high. Moreover, the tables are too complicated to find favour with practical men. The tables were therefore reviewed on behalf of the Royal Agricultural Society by Messrs. Voelcker and Hall, who, after slightly amending certain of the percentages in the light of further experiments, revised the market values of the principal fertilizing constituents in order to bring the tables up to date, and reduced the period of exhaustion from eight to four years, whilst also adjusting the rate of deduction for loss, so as to adapt the tables to the ordinary conditions of farm practice. The residual manurial values of the several feeding stuffs as determined by these tables are given below :—

COMPENSATION FOR FEEDING STUFFS.

(Based on Voelcker and Hall's tables.)

Foods.	Compensation value for each ton of the food consumed.							
	Last year.		Second year.		Third year.		Fourth year.	
	s.	d.	s.	d.	s.	d.	s.	d.
Decorticated cotton cake	56	5	28	2	14	1	7	0
Undecorticated cotton cake	33	9	16	10	8	5	4	2
Linseed cake	38	7	19	3	9	7	4	9
Linseed	30	6	15	3	7	7	3	9
Palm-nut cake	19	8	9	10	4	11	2	5
Cocoa-nut cake	31	6	15	9	7	10	3	11
Rape cake	41	1	20	6	10	3	5	1
Beans	31	8	15	10	7	11	3	11
Peas	27	4	13	8	6	10	3	5
Wheat	14	10	7	5	3	8	1	10
Barley	13	9	6	10	3	5	1	8
Oats	15	5	7	8	3	10	1	11
Maize	13	0	6	6	3	3	1	7
Rice meal	14	3	7	1	3	6	1	9
Locust beans	12	2	6	1	3	0	1	6
Malt	15	2	7	7	3	9	1	10
Malt culms	35	11	17	11	8	11	4	5
Bran	28	11	14	5	7	2	3	7
Brewers' grains (dried)	24	3	12	1	6	0	3	0
Brewers' grains (wet)	6	0	3	0	1	6	0	9
Clover hay	21	9	10	10	5	5	2	8
Meadow hay	16	4	8	2	4	1	2	0
Wheat straw	6	5	3	2	1	7	0	9
Barley straw	6	9	3	4	1	8	0	10
Oat straw	7	7	3	9	1	10	0	11
Mangels	3	1	1	6	0	9	0	4
Swedes	2	6	1	3	0	7	0	3
Turnips	2	4	1	2	0	7	0	3

AVERAGE SCALE OF COMPENSATION SUGGESTED BY THE CHAMBER OF AGRICULTURE.

Food.	Consumed during last year. Per ton.	Consumed during last year but one. Per ton.	Consumed during last year but two. Per ton.
	£ s. d.	£ s d.	£ s. d.
Decorticated cotton cake .	2 16 0	1 8 0	0 14 0
Rape cake	2 0 0	1 0 0	0 10 0
Linseed cake . . .	1 18 0	0 19 0	0 9 6
Malt culms	1 16 0	0 18 0	0 9 0
Undecorticated cotton cake.	1 14 0	0 17 0	0 8 6
Cocoa-nut cake . .	1 10 0	0 15 0	0 7 6
Linseed . . .			
Beans			
Peas			
Bran			
Pollard . . .			
Dried Grains . . .	1 4 0	0 12 0	0 6 0
Palm-nut cake . . .	1 0 0	0 10 0	0 5 0
Malt	0 14 0	0 7 0	0 3 6
Wheat.			
Barley.			
Oats			
Maize			
Rice meal . . .			
Locust beans . . .	0 12 0	0 6 0	0 3 0
Mangels, swedes, turnips .	0 2 6	0 1 6	—
Pure clover or sainfoin hay .	1 0 0	0 10 0	—
Hay	0 15 0	0 7 6	—
Straw	0 7 0	0 4 0	—

In applying this scale the chamber recommends that in the case of hay, straw, and roots sold off the farm, the figures in the preceding table shall be regarded as approximately the loss of manurial value only, varied, however, by any further damage caused by their removal, and in respect of which the nature of the soil should be considered, and the situation of the farm as regards the facilities for replacing the loss of manure by purchased dung.

"That in respect to all other improvements, no uniform scale of compensation can be recommended, but each one should be dealt with by the valuers on the broad lines set out in this Report, viz. that whilst the outgoing tenant is entitled to be paid the full unexhausted value of such improvement, the incoming tenant must be equally secured against having to pay for so-called improvements which have no value."

In considering the practical effect of the application of these different scales regard should be had to the fact that an outgoing tenant would suffer an injustice if, by the adoption of a new rate of allowances, he received proportionately less in respect of the feeding stuffs consumed on the holding than what he paid on entry. It will be of interest, therefore, to compare the values which the different scales yield.

Foods.	Average market value per ton.			Compensation for 2 tons used in last two years on cost basis.			Compensation for 3 tons used in last three years on manurial basis.*			Compensation for 4 tons used in four years on manurial basis.†		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d
Decorticated cotton cake	8	0	0	4	0	0	4	18	0	5	5	8
Undecorticated ,,	6	0	0	3	0	0	2	19	6	3	3	2
Linseed cake . .	9	0	0	4	10	0	3	6	6	3	12	2
Barley	6	15	0	1	13	9	1	4	6	1	5	8
Wheat	8	0	0	2	0	0	1	4	6	1	7	9
Oats . . .	6	10	0	1	12	6	1	4	6	1	8	10
	Total £			16	16	3	14	17	6	16	3	3

* Chamber of Agriculture scale. † Voelcker and Hall's tables.

From the above figures it will be seen that, taken on an average of the ordinary feeding stuffs consumed on a holding, there is not a wide difference between the results obtainable by the application of the scale of allowance on the basis of cost, and those representing the residual manurial values.

SECTION IV.

MANURES AND FEEDING STUFFS.

PAGE

I. VALUATION OF MANURES FROM ANALYSIS 152—155

II. VALUATION OF FEEDING STUFFS FROM ANALYSIS 156

III. AVERAGE COMPOSITION OF CERTAIN FOODS 157

IV. MANURIAL VALUE OF FEEDING STUFFS . 162, 163

V. MEASUREMENT AND LOADING OF MANURE 164

I. VALUATION OF MANURES FROM ANALYSIS.

In estimating the money-value of what are known as "artificial manures," it is not often necessary to take into consideration more than three of the ingredients mentioned in the analysis, viz.:—nitrogen, usually returned as equal to so much per cent. of ammonia; the phosphoric acid, returned as equal to so much per cent. of soluble phosphate; and the potash. The current values per unit of each may be ascertained from the market reports, as shown underneath, and the cost of carriage, bags, &c., added to the amount obtained from multiplying such respective values by their number of units given in the analysis.

Supposing sulphate of ammonia containing 24 per cent. of ammonia to be quoted at £12 10s. per ton, in bulk, in London. Then £12 10s. ÷ 25 = 10s. 5d. as the value per unit of ammonia (NH_3) from this source. The ammoniacal value so obtained would apply to that principle in superphosphates, or what are generally spoken of as "dissolved bones" and "superphosphate of lime"; but on account of the more graduated form of their solubility, the nitrogenous matters, as well as the phosphates in guano and rape dust, have a greater and special value.

Taking superphosphate of lime described as containing 26 per cent. soluble phosphate, and quoted at £2 12s. per ton, in the same market. Then £2 12s. ÷ 26 = 2s. per unit for soluble phosphate*—*i.e.*, phosphate rendered soluble, or tricalcic phosphate ($Ca_3 2 PO_4$), from mineral sources. The soluble phosphate obtained wholly from bones is of greater value per unit, the difference being about one-fourth; while the insoluble phosphate may be calculated at double the value of that obtained from minerals. Thus supposing ground minerals or insoluble phosphate to be quoted at 9d. per unit, the insoluble phosphate from bones would be worth 1s. 6d.

The value of potash per unit may be ascertained from the quotation for muriate of potash containing 80 per cent., at £9 per ton. Dividing the 80 parts of muriate of potash (KCl), by 1·585, to obtain the quantity of potash (oxide K_2O) therein, gives 51·1 parts. Then £9 ÷ 51·1 = 3s. 6d. per unit.

Having thus ascertained the current values per unit of the principal ingredients in an analysis, the total value of the manure under consideration may be worked out as follows:—

---

* The insoluble phosphate is not generally taken into account in calculating the money value of superphosphate of lime.

DISSOLVED BONE MANURE.

Moisture	16·12	
*Organic matter	20·11	
Biphosphate of lime	21·50	× 1·566 = 33·66 of bone phosphate rendered soluble
Insoluble phosphate	8·15	
Sulphate of lime Alkaline salts and magnesia	31·04	
Insoluble siliceous matter	3·08	
	100·00	

* Containing nitrogen ·85 × 1·21 = 1·028 of ammonia.

Then :—

	Units.		Per Unit.		£	s.	d.
Phosphate rendered soluble (from bone)	33·66	at 2s. + ¼ =	2s. 6d.	=	4	4	2
Insoluble phosphate	8·15	,,	1s. 6d.	=	0	12	2
Ammonia	1·028	,,	10s. 5d.	=	0	10	8
					£5	7	0

	s.	d.	£	s.	d.
Bags	5	0	1	0	0
Carriage by road and rail, say	15	0			
Value per ton on farm			£6	7	0

		Multiplied by	Equal to	
" Nitrogen "	(N)	1·21	" Ammonia "	$(N\ H_3)$
Anhydrous " Monobasic," ,, " Monocalcic," or " Biphosphate "	$(Ca\ 2PO_3)$	1·566	" Tribasic " or " Tricalcic " Phosphate rendered soluble	$(Ca_3\ 2PO_4)$
" Phosphoric Anhydride " or " Phosphoric Acid "	$(P_2\ O_5)$	2·183	,,	,,
Soluble " Monocalcic," " Acid superphosphate," ,, " Phosphate " or " Diphosphate "	$(Ca\ H_4\ 2PO_4)$	1·325	,,	,,
" Potassic sulphate "	$(K_2\ SO_4)$	Divided by 1·85	" Potash "	$(K_2\ O)$
" Potassic chloride," or " Potassic muriate "	(K Cl)	1·585	,,	,,

II. VALUATION OF FEEDING STUFFS FROM ANALYSIS.

Unlike artificial manures—each of the fertilising constituents of which can be purchased separately—although the composition of foods can be determined readily enough, yet no definite sum can be assigned as the market value per unit of their constituents, for the simple reason that they cannot be purchased, with economy, in any separate form. The impracticability of applying a fixed scale of unit values to the different kinds of feeding stuffs will also be apparent, when their respective market values are compared with the following table of their constituents.

The current prices of such feeding stuffs as are given in these analyses are easily ascertained from market reports; and compared with this table, a food would be worth more or less than the market price in proportion to its analysis showing a greater or lesser percentage of nutritive constituents. The following may be taken as the order of their nutritive value:—1, oil; 2, albuminoids; 3, mucilage, starch and digestible fibre usually known as carbohydrates.

For feeding purposes one unit of oil or albuminoids is generally considered equal to 2½ units of mucilage, starch or digestible fibre; but if the manurial value is also taken into account, a unit of albuminoids is worth about 1½ units of oil.

III. TABLE SHOWING THE AVERAGE COMPOSITION OF CERTAIN FOODS

(Dr. Voelcker.)

	Linseed Cake.	Decorticated Cotton Cake.	Undecorticated Cotton Cake.	Rape Cake.	Barley Meal.	Barley Straw.
Moisture	12·00	10·00	11·00	11·00	16·00	15·00
Oil	11·50	14·00	6·00	10·00	2·50	1·50
*Albuminous compounds	29·70	40·60	22·50	31·25	10·50	3·00
Mucilage, starch, and digestible fibre	27·80	20·90	33·50	28·75	61·80	34·00
Woody fibre	12·00	6·50	21·00	11·00	7·00	42·00
†Mineral matter (ash)	7·00	8·00	6·00	8·00	2·20	4·50
	100·00	100·00	100·00	100·00	100·00	100·00
*Containing nitrogen	4·75	6·50	3·60	5·00	1·65	·50
Equal to ammonia	5·75	7·90	4·37	6·07	2·00	·60
†Containing potash	1·65	3·12	2·00	1·76	·55	·63
And phosphoric acid equal to phosphate of lime	4·92	7·00	4.50	5·75	1·33	·37

Albuminoid matter divided by 6·25 gives approximate amount of nitrogen.

Notwithstanding the impracticability of determining the actual commercial value of a food from its chemical analysis, such data may be utilised in comparing different samples of the same food, or different foods of the same description; but the method should not be employed in comparing a cheap bulky food with a concentrated cake or meal.

To ascertain the comparative values of different samples of feeding stuffs, according to the method suggested by the Board of Agriculture, the percentage of oil, and of albuminoids, should be multiplied by 2½, and to the aggregate product should be added the percentage of mucilage, sugar, starch, etc. This gives the percentage of what may be termed "food units," in each feeding stuff, and such percentages may then be compared.

The application of this rule may be exemplified in the comparison of three linseed cakes of different make, and yielding the following analyses:—

	A	B	C
Moisture	11·32	12·41	9·17
Oil	14·36	10·06	7·20
Albuminoids . .	27·42	28·50	34·08
Mucilage, etc. . .	32·59	34·13	36·37
Woody fibre . .	8·10	8·50	7·58
Mineral matters . .	6·21	6·40	5·60

Then—

Oil	14·36	10·06	7·20
Albuminoids	27·42	28·50	34·08
	41·78	38·56	41·28
	2½	2½	2½
	83·56	77·12	82·56
	20·89	19·28	20·64
	104·45	96·40	103·20
Mucilage, etc.	32·59	34·13	36·37
"Food units"	137·04	130·53	139·57

Neglecting the decimals, the result will, therefore, be that A yields 137 units, B 130 units, and C 139 units. The difference in value between A and B lies in the greater percentage of oil left in A; and assuming that B cost £7 10s. per ton, then A would be worth about £7 17s. 6d. according to the above method of reckoning.

In the case of C, the cake is richer in albuminoids, and contains less fibre and moisture than the other samples, although it is much poorer in oil. If judged by units, C is found to be practically of the same value as A, although the more oily cake would fetch the higher price in the market. For fattening sheep A would undoubtedly be worth more than C, for an oily cake has been shown to possess a special value for this purpose, owing probably to the effect of the oil on the texture of the fleece; and so indirectly on the general well-being of the sheep.

By applying the same rule to the various foods given in the analyses on p. 157, the cost per unit, on the basis of the undermentioned market prices, works out as follows :—

Food.	Oil.	Albs.	Carbohydrates.	Total food units.	Price per ton.	Price per food unit.
					£ s.	s. d.
Linseed cake .	11·5	29·7	27·8	130·8	9 10	1 5·4
Dec. cotton cake	14·0	40·6	20·9	157·4	8 10	1 9·6
Undec. ,,	6·0	22·5	33·5	104·7	6 10	1 2·9
Soya cake . .	6·0	40·0	29·0	144·0	7 5	1 0
Barley meal .	2·5	10·5	61·80	94·3	6 10	1 4·5
Barley straw .	1·5	3·0	34·0	45·2	0 15	0 4·0

From the results given in the last column of the above table it will be seen that, either the feeding value of a food is not in strict relation to its market price or that the method of computation is faulty. To overcome this discrepancy attempts have been made to give each constituent a fixed value, viz. 3s. to 3s. 6d. per unit of albuminoids, 2s. to 2s. 6d. for oil, and 1s. to 1s. 3d. for carbohydrates. This method, however, does not permit of the value of concentrated foods being computed on the same basis as bulky foods in which the carbohydrates are the predominant factors.

There are, of course, points connected with a food which are not dealt with in its analysis, but which nevertheless demand careful consideration, among which are its condition, palatability and wholesomeness.

The intrinsic value of a feeding stuff will include its manurial as well as its feeding properties. On this basis the albuminoids in a food are generally supposed to be worth considerably more per unit than the oil, or than the starch, sugar, digestible fibre, or mucilage (usually described as soluble carbohydrates). The value of the mineral matter should also be taken into account.

This may be exemplified as follows:—

Linseed Cake.		s.	d.	£	s.	d.
12·0	Oil . . . . . . @	2	6	1	10	0
30·0	Albuminoids . .	3	9	5	12	6
27·0	Carbohydrates . . .	1	6	2	0	6
	Mineral matter (say) . . .			0	6	0
	Total value, per ton			£9	9	0

Decorticated Cotton Cake.		s.	d.	£	s.	d.
10·0	Oil . . . . @	2	0	1	0	0
45·0	Albuminoids . . .	2	9	6	3	9
20·0	Carbohydrates . . .	1	0	1	0	0
	Mineral matter (say)			0	9	6
	Total value, per ton			£8	13	3

IV.—Live Weight Increase and Manurial Values of Feeding Stuffs consumed by Sheep or Oxen.

Compiled from data supplied by Sir J. Lawes and Sir H. Gilbert.

Foods.	Live Weight Increase per Ton of Food Consumed.	Value of Increase at 4s. per Stone of 14 lbs. Live Weight, or 8 lbs. Dead Weight.			Original Manure Value per Ton of Food Consumed Last Year.		Practical Compensation Value of Manure per Ton of Food Consumed Last Year.		Total Value of Increase and Compensation Value of Manure per Ton Last Year.		
	lbs.	£	s.	d.	s.	d.	s.	d.	£	s	d.
Linseed . .	448·0	6	8	0	39	2	19	7	7	7	7
Linseed Cake .	373·3	5	6	7	51	11	26	0	6	12	7
Decorticated Cotton Cake	344·6	4	18	3	74	9	37	4	6	15	7
Palm-nut Cake .	320·0	4	11	4	26	4	13	2	5	4	6
Undecorticated Cotton Cake	280·0	4	0	0	45	3	22	7	5	2	7
Cocoa-nut Cake .	280·0	4	0	0	39	10	19	11	4	19	11
Rape Cake . .	224·0	3	4	0	56	5	28	3	4	12	3
Peas . . .	320·0	4	11	4	36	5	18	3	5	9	7
Beans . . .	320·0	4	11	4	41	11	20	11	5	12	3
Lentils . .	320·0	4	11	4	40	8	20	4	5	11	8
Tares (seed) . .	320·0	4	11	4	41	1	20	7	5	11	11
Indian Corn . .	311·1	4	8	10	16	7	8	4	4	17	2
Wheat . . .	311·1	4	8	10	18	11	9	6	4	18	4
Malt . . .	320·0	4	11	4	17	7	8	10	5	0	2
Barley . . .	311·1	4	8	10	17	2	8	7	4	17	5
Oats . . .	298·7	4	5	2	19	9	9	11	4	15	1
Rice Meal . .	298·7	4	5	2	18	6	9	3	4	14	5
Locust Beans .	248·9	3	11	1	9	7	4	10	3	15	11

Foods.	Live Weight Increase per Ton of Food Consumed.	Value of Increase at 4s. per Stone of 14 lbs. Live Weight, or 8 lbs. Dead Weight.			Original Manure Value per Ton of Food Consumed Last Year.		Practical Compensation Value of Manure per Ton of Food Consumed Last Year.		Total Value of Increase and Compensation Value of Manure per Ton Last Year.		
	lbs.	£	s.	d.	s.	d.	s.	d.	£	s.	d.
Malt Coombs .	280·0	4	0	0	46	7	23	3	5	3	3
Fine Pollard .	298·7	4	5	2	35	2	17	7	5	2	9
Coarse Pollard .	280·0	4	0	0	38	1	19	1	4	19	1
Bran . . .	248·9	3	11	1	38	6	19	3	4	10	4
Clover Hay .	160·0	2	5	9	27	0	9	0	2	14	9
Meadow Hay .	149·3	2	2	7	18	7	6	2	2	8	9
Pea Straw . .	140·0	2	0	0	12	2	4	1	2	4	1
Oat Straw . .	124·4	1	15	6	7	5	2	6	1	18	0
Wheat Straw .	106·7	1	10	6	6	6	2	2	1	12	8
Barley Straw .	97·4	1	7	10	6	5	2	2	1	10	0
Bean Straw . .	101·8	1	9	1	11	5	3	10	1	12	11
Potatoes . .	37·3	0	10	8	4	1	2	1	0	12	9
Carrots . .	26·1	0	7	6	2	9	1	4	0	8	10
Parsnips .	29·9	0	8	6	3	6	1	9	0	10	3
Mangel Wurzels .	23·3	0	6	8	3	2	1	7	0	8	3
Swedes . .	20·5	0	5	10	2	11	1	6	0	7	4
Yellow Turnips .	16·8	0	4	9	2	6	1	3	0	6	0
White Turnips .	14·9	0	4	3	2	7	1	3	0	5	6

In the above estimates of original manure values, Ammonia has been calculated at 4d. per lb.; Phosphoric Acid at 2d. per lb.; and Potash at 1½d. per lb.

In computing the value of the increase, 14 lbs. of live weight have been taken as equal to 8 lbs. of dead weight in each case.

V. MEASUREMENT AND LOADING OF MANURE.

Measurement of Dung Heaps.—The length, width, and depth are taken in feet, or where practicable in yards, in as many places as the inequalities of the heap render necessary, and the mean of each being found, the length is multiplied by the width, and the product by the depth. If the dimensions are taken in feet, the product will represent the number of cubic feet contained in the heap, which being divided by 27, gives the number of cubic yards. A cubic yard of dung is generally considered a load; but in the Weald of Kent 18 cubic feet, in some parts of Yorkshire 50 cubic feet, and in Norfolk 40 cubic feet are calculated for a load.

Loading.—1 man to load 20 cubic yards or 15 tons of mixed manure per day.

Spreading.—1 man to spread same from heaps in field.

TABLE SHOWING NUMBER OF LOADS PER ACRE.

CALCULATING FIVE PACES OR STEPS TO THE PERCH.

Number of Paces or Steps between each Heap.	1 Heap per Load.	2 Heaps per Load.	3 Heaps per Load.
	Loads.	Loads.	Loads.
5 × 5	160	80	$53\frac{1}{3}$
5 × 6	133	$66\frac{1}{2}$	$44\frac{1}{3}$
6 × 6	111	$55\frac{1}{2}$	37
6 × 7	95	$47\frac{1}{2}$	$31\frac{2}{3}$
7 × 7	81	$40\frac{1}{2}$	27
7 × 8	$71\frac{3}{7}$	$35\frac{5}{7}$	$23\frac{5}{7}$
8 × 8	$62\frac{1}{2}$	$31\frac{1}{4}$	$20\frac{5}{6}$
9 × 9	49	$24\frac{1}{2}$	$16\frac{1}{3}$
10 × 10	40	20	$13\frac{1}{3}$
11 × 11	33	$16\frac{1}{2}$	11
12 × 12	28	14	$9\frac{1}{3}$

SECTION V.

SUNDRY COSTS AND VALUES.

PAGE
I. MONEY VALUES OF FARM TILLAGES . . 166
II. COST OF DRAINING PER ACRE 167
III. COST OF CORN AND HAY HARVESTING . . 168
IV. THATCHING 168
V. COST OF STEAM CULTIVATION 169
VI. ENSILAGE IN STACKS 169
VII. CHARGES FOR KEEPING STOCK IN GRASS . . 170
VIII. ATTENDANCE ON STOCK ALL THE YEAR ROUND 170
IX. SHEEP SHEARING 170

I THE MONEY-VALUE OF FARM TILLAGES.

Horses calculated at 3s. 6d. per day.
Men „ 2s. 6d. „

		Horses.	Number of Acres.	Value per Acre.	
				s.	d.
Ploughing . .	1 day's work	2	1	10	0
Do. . .	„	3	1	15	0
Dragging . .	„	2	7	1	4
Do. . .	„	3	8	1	9
Tine Harrowing .	„	2	9	1	2
Do.	„	3	9	1	6
Chain Harrowing	„	2	10	1	0
Cultivating . .	„	3	5	2	6
Rolling . . .	„	1	8	0	9
Do.	„	2	8	1	3
Do.	„	3	9	1	6
Drilling (including attendance) . .	„	1	6	2	3
Do.	„	2	8	2	6

A pair of horses are supposed to work 15 acres of fallow on a farm.

II. TABLE SHOWING THE COST OF DRAINING PER ACRE.

	18 ft. apart, $146\frac{2}{3}$ rods.			21 ft. apart, $125\frac{5}{7}$ rods.			24 ft. apart, 110 rods.			27 ft. apart, $97\frac{6}{7}$ rods.			30 ft. apart, 88 rods.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Labour—Cutting and filling at 6d. per rod	3	13	4	3	2	10	2	15	0	2	8	11	2	4	0
Material—2 in. pipes for minor drains at 18s. per 1,000	2	5	9	1	19	2	1	14	3	1	10	6	1	7	5
Haulage—2 miles and delivery at 2s. 6d. per 1,000	0	6	4	0	5	5	0	4	9	0	4	3	0	3	9
Pipe laying and finishing at 1d. per rod	0	12	2	0	10	6	0	9	2	0	8	2	0	7	4
Superintendence foreman	0	5	0	0	5	0	0	5	0	0	5	0	0	5	0
Extra for mains	0	2	0	0	2	0	0	2	0	0	2	0	0	2	0
Iron outlet pipes and masonry	0	1	6	0	1	6	0	1	6	0	1	6	0	1	6
Total	7	6	1	6	6	5	5	11	8	5	0	4	4	11	0
Add for collars, if used	1	2	10	0	19	7	0	17	1	0	15	3	0	13	8

When judiciously executed, the original cost is generally spread over a period of 20 years, and the value of the improvement at any subsequent time ascertained by deducting $\frac{1}{20}$ for each year elapsed from the date of its completion.

When landlord finds pipes, $\frac{1}{10}$ is deducted for each year.

III. CORN HARVESTING.

	Cost per Acre.	
	s.	d.
Cutting round with machine, binding, and setting up :—		
Wheat, 8 acres per day	9	0
Other corn crops, 10 acres per day . .	7	3
Cutting one way, 6 acres (wheat)	11	0
Drawing to stack (within ¼ mile), stacking, raking errish, and thatching	8	6
Threshing, winnowing, and hauling to market (within 5 miles) :—		
Wheat	13	6
Barley	13	0
Oats	12	6
Beans and peas	12	6

A round sum of 32s. 6d. per acre may be taken to cover all the above expenses, together with the risk of harvesting the whole of the corn on a farm, supposing an average crop.

HAY HARVESTING.

	Per Acre.	
	s.	d.
Cutting, shaking, clearing, stacking, and thatching . .	12	0
Sowing grass seeds, 1 man and boy, 12 acres per day .	0	6
,, corn (broadcast), 1 man, 8 acres per day . .	0	4
Potato lifting, with horses and digger	10	0
,, ,, by manual labour, 10 perches per man per day	40	0
Hoeing turnips, 3 men, 1 acre, per day	7	6
Pulling, topping, and tailing turnips, 4 men, 1 acre, per day	9	0

IV. THATCHING.

20 sheaves of reed, 28 lbs. each, or } will cover . . 1 square.
17 trusses of straw, 36 lbs. ,,
1 man will lay per day of reed . . . . . . 1 square.

	s.	d.	
Making spars, providing twine, and laying reed .	4	6	per square.
Do. do. stacks .	1	0	,,

V. Steam Cultivation.

	Per acre.	Coal.	Fetching coal & water.	Total cost per acre.
	s. d. s. d.	s. d.	s. d.	s. d.
Ploughing land with double engines 7 in. to 8 in. deep.	8 0 to 9 0	3 0	1 0	13 0
Pressing with Land Presser .	3 0	1 6	6	5 0
Cultivating once over 9 in. deep	5 6 to 7 0	3 0	1 0	10 6
Cultivating twice over . .	9 0 to 11 0	3 6	1 6	16 0
Harrowing twice over . .	4 6 to 6 0	2 0	1 0	9 0

Ten acres of ploughing, or 22 acres of cultivating once over, is considered an average day's work for a pair of 12 or 14 horse-power engines.

VI. Ensilage in Stacks.

The consuming value of ensilage varies with the material of which it has been made, as well as its condition at the time of valuation. Generally speaking, the consuming value may be put at something between 10s. and 20s. per ton, and the market value at half as much more.

In estimating the weight from measurement a good margin should be allowed for waste, after which the weight per cubic foot may be fixed at from 48 to 56 pounds.

Dimensions taken as for hay, see *post*, p. 172.

VII. CHARGES FOR KEEPING STOCK ON GRASS.

	s.	d.		s.	d.	
Sheep	0	4	to	0	5	per head per week.
Lambs	0	3	to	0	4	,, ,, ,,
Cows	2	0	to	2	6	,, ,, ,,
Yearlings	1	0	to	1	6	,, ,, ,,
Colts and Horses	2	0	to	2	6	,, ,, ,,

VIII. ATTENDANCE ON STOCK ALL THE YEAR ROUND.

	d.		d.	
On Sheep, from	½	to	¾	per head per week.
On Cattle			4	,, ,,
On ,, winter feeding	7	to	9	,, ,,

IX. SHEEP SHEARING.

	s.	d.		s.	d.	
Shearing Ewes	4	0	to	5	0	per score.
,, Hoggets	5	0	to	6	0	,,
,, Fat Sheep and Rams	6	0	to	7	0	,,

SECTION VI.

MEASUREMENT OF STACKS OF HAY, CORN, AND STRAW.

PAGE

I. Oblong Stacks . . . . . . 172—175

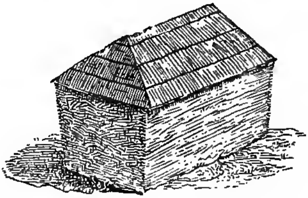
Tables for Calculating Contents . 176—196

II. Circular Stacks 193, 194

Tables for Calculating Contents . 195—198

I. OBLONG STACKS.

Oblong Stacks with Sloping Thatched Ends.—The mean length, taken in feet, is multiplied by the width, and the product by the sum of the height from bed of stack to eaves, added to ¼ the perpendicular height from eaves to ridge, and the product gives the contents of stack in cubic feet.



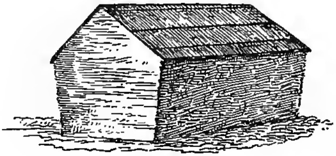
HAY.

Example.—Required the contents of a stack 15 feet long, 10 feet wide, and 10 feet high (inclusive of ¼ the perpendicular height of roof), in cubic yards, and the weight of the stack, allowing 1½ cwt. per cubic yard.

Referring to the tables for calculating the contents of oblong stacks, on page 178, containing 15 feet lengths, is found opposite the width 10 feet, and under the height 10 feet, 55 cubic yards 15 feet as the contents of the stack. Multiplying 1½ cwt. by 55 yards 15 feet, gives 4 tons 3¼ cwt. as the estimated weight of hay in the stack.

If the number of trusses of 56 lbs. each is required, the contents in cubic feet is found from same table, and divided by the number of feet estimated to a truss; in the above example it would be by 9, as being equivalent to 1½ cwt. per cubic yard.

Oblong Stacks with Perpendicular Ends.—The



same dimensions are taken as before described; but ⅓ the perpendicular height of roof is added to the height from bed of stack to eaves.

STRAW.

Dimensions taken as for Hay.

			Per cubic yd.		Cubic ft.	
Wheat straw in stack averages			96 lbs.	or	31½	per cwt.
Barley	,,	,,	72 ,,	,,	42	,,
Oat	,,	,,	92 ,,	,,	33	,,
Bean	,,	,,	61 ,,	,,	50	,,
Pea	,,	,,	64 ,,	,,	47	,,

Example.—In an average stack of oaten straw 15 feet long, 10 feet wide, and 10 feet high, the number of tons are required?

From tables, page 178, the stack will be found to contain 1,500 cubic feet, which divided by 33 (the average number of feet per cwt.), gives the contents as 2 tons 5½ cwt.

CORN.

Dimensions taken as for Hay.

Example.—In an average stack of wheat 15 feet long, 10 feet wide, and 9 feet high (inclusive of ⅓ the perpendicular height of roof), required the number of bushels and weight of straw, estimating 1 bushel per cubic yard, and 112 lbs. of straw per bushel?

From tables on page 178, the stack will be found to contain 50 cubic yards, or 50 bushels; and taking 1 cwt. of straw per bushel gives 2 tons 10 cwt. as the weight of straw in stack.

The following table shows the average proportions of corn and straw in stack, produce per acre, &c.

	Quantity of Seed per Acre.	Average Produce per Acre.*	Proportion of Grain to Straw in Stack.	Average Weight of Straw per Bushel.
	Bushels.	Bushels.	Cubic ft. per Bushel.	lbs.
Wheat . . .	2½	28·8	27	112
Barley . . .	2½ to 3	34·02	22	62
Oats . . .	2½ and 5	39·04	18	61
Beans . . .	2 to 4	30·36	35	98
Peas . . .	2½ and 5	28·48	36	87
Vetches . . .	3	27	—	100

* Agricultural Produce Statistics for Great Britain.

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length.		Width.	Height.															For a Fraction of ¼ Foot in either case, add		
			6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.					
Ft.		Ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
10	×	6	360	13	9	420	15	15	480	17	21	540	20		600	22	6	15	—	
		7	420	15	15	490	18	4	560	20	20	630	23	9	700	25	25	17½	—	
		8	480	17	21	560	20	20	640	23	19	720	26	18	800	29	17	20	—	
		9	540	20		630	23	9	720	26	18	810	30		900	33	9	22½	—	
		10	600	22	6	700	25	25	800	29	17	900	33	9	1000	37	1	25	—	
11	×	6	396	14	18	462	17	3	528	19	15	594	22		660	24	12	16½	—	
		7	462	17	3	539	19	26	616	22	22	693	25	18	770	28	14	19¼	—	
		8	528	19	15	616	22	22	704	26	2	792	29	9	880	32	16	22	—	
		9	594	22		693	25	18	792	29	9	891	33		990	36	18	24¾	—	
		10	660	24	12	770	28	14	880	32	16	990	36	18	1100	40	20	27½	1	0½
		11	726	26	24	847	31	10	968	35	23	1089	40	9	1210	44	22	30¼	1	3¼
12	×	6	432	16		504	18	18	576	21	9	648	24		720	26	18	18	—	

7	504	18	18	588	21	21	672	24	24	756	28		840	31	3	21		—
8	576	21	9	672	24	24	768	28	12	864	32		960	35	15	24		—
9	648	24		756	28		864	32		972	36		1080	40		27	1	
10	720	26	18	840	31	3	960	35	15	1080	40		1200	44	12	30	1	3
11	792	29	9	924	34	6	1056	39	3	1188	44		1320	48	24	33	1	6
12	864	32		1008	37	9	1152	42	18	1296	48		1440	53	9	36	1	9
13 × 7	546	20	6	637	23	16	728	26	26	819	30	9	910	33	19	22¾		—
8	624	23	3	728	26	26	832	30	22	936	34	18	1040	38	14	26		—
9	702	26		819	30	9	936	34	18	1053	39		1170	43	9	29¼	1	2¼
10	780	28	24	910	33	19	1040	38	14	1170	43	9	1300	48	4	32½	1	5½
11	858	31	21	1001	37	2	1144	42	10	1287	47	18	1430	52	26	35¾	1	8¾
12	936	34	18	1092	40	12	1248	46	6	1404	52		1560	57	21	39	1	12
13	1014	37	15	1183	43	22	1352	50	2	1521	56	9	1690	62	16	42¼	1	15¼
14 × 8	672	24	24	784	29	1	896	33	5	1008	37	9	1120	41	13	28	1	1
9	756	28		882	32	18	1008	37	9	1134	42		1260	46	18	31½	1	4½
10	840	31	3	980	36	8	1120	41	13	1260	46	18	1400	51	23	35	1	8
11	924	34	6	1078	39	25	1232	45	17	1386	51	9	1540	57	1	38½	1	11½
12	1008	37	9	1176	43	15	1344	49	21	1512	56		1680	62	6	42	1	15
13	1092	40	12	1274	47	5	1456	53	25	1638	60	18	1820	67	11	45½	1	18½
14	1176	43	15	1372	50	22	1568	58	2	1764	65	9	1960	72	16	49	1	22

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length.	Width.	Height.																		
		6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			For every Fraction of ¼ Foot add		
Ft.	Ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
15 ×	8	720	26	18	840	31	3	960	35	15	1080	40		1200	44	12	1320	48	24	30	1	3
	9	810	30		945	35		1080	40		1215	45		1350	50		1485	55		33¾	1	6¾
	10	900	33	9	1050	38	24	1200	44	12	1350	50		1500	55	15	1650	61	3	37½	1	10½
	11	990	36	18	1155	42	21	1320	48	24	1485	55		1650	61	3	1815	67	6	41¼	1	14¼
	12	1080	40		1260	46	18	1440	53	9	1620	60		1800	66	18	1980	73	9	45	1	18
	13	1170	43	9	1365	50	15	1560	57	21	1755	65		1950	72	6	2145	70	12	48¾	1	21¾
	14	1260	46	18	1470	54	12	1680	62	6	1890	70		2100	77	21	2310	85	15	52½	1	25½
	15	1350	50		1575	58	9	1800	66	18	2025	75		2250	83	9	2475	91	18	56¼	2	2¼
16 ×	8	768	28	12	896	33	5	1024	37	25	1152	42	18	1280	47	11	1408	52	4	32	1	5
	9	864	32		1008	37	9	1152	42	18	1296	48		1440	53	9	1584	58	18	36	1	9
	10	960	35	15	1120	41	13	1280	47	11	1440	53	9	1600	59	7	1760	65	5	40	1	13
	11	1056	39	3	1232	45	17	1408	52	4	1584	58	18	1760	65	5	1936	71	19	44	1	17
	12	1152	42	18	1344	49	21	1536	56	24	1728	64		1920	71	3	2112	78	6	48	1	21
	13	1248	46	6	1456	53	25	1664	61	17	1872	69	9	2080	77	1	2288	82	14	52	1	25

14	1344	49	21	1568	58	2	1792	66	10	2016	74	18	2240	82	26	2464	91	7	56	2	2
15	1440	53	9	1680	62	6	1920	71	3	2160	80		2400	88	24	2640	97	21	60	2	6
17 × 8	816	30	6	952	35	7	1088	40	8	1224	45	9	1360	50	10	1496	55	11	34	1	7
9	918	34		1071	39	18	1224	45	9	1377	51		1530	56	18	1683	62	9	38¼	1	11¼
10	1020	37	21	1190	44	2	1360	50	10	1530	56	18	1700	62	26	1870	69	7	42½	1	15½
11	1122	41	15	1309	48	13	1496	55	11	1683	62	9	1870	69	7	2057	76	5	46¾	1	19¾
12	1224	45	9	1428	52	24	1632	60	12	1836	68		2040	75	15	2244	83	3	51	1	24
13	1326	49	3	1547	57	8	1768	65	13	1989	73	18	2210	81	23	2431	90	1	55¼	2	1¼
14	1428	52	24	1666	61	19	1904	70	14	2142	79	9	2380	88	4	2618	96	26	59½	2	5½
15	1530	56	18	1785	66	3	2040	75	15	2295	85		2550	94	12	2805	103	24	63¾	2	9¾
18 × 8	864	32		1008	37	9	1152	42	18	1296	48		1440	53	9	1584	58	18	36	1	9
9	972	36		1134	42		1296	48		1458	54		1620	60		1782	66		40½	1	13½
10	1080	40		1260	46	18	1440	53	9	1620	60		1800	66	18	1980	73	9	45	1	18
11	1188	44		1386	51	9	1584	58	18	1782	66		1980	73	9	2178	80	18	49½	1	22½
12	1296	48		1512	56		1728	64		1944	72		2160	80		2376	88		54	2	
13	1404	52		1638	60	18	1872	69	9	2106	78		2340	86	18	2574	95	9	58½	2	4½
14	1512	56		1764	65	9	2016	74	18	2268	84		2520	93	9	2772	102	18	63	2	9
15	1620	60		1890	70		2160	80		2430	90		2700	100		2970	110		67½	2	13½
19 × 8	912	33	21	1064	39	11	1216	45	1	1368	50	18	1520	56	8	1672	61	25	38	1	11
9	1026	38		1197	44	9	1368	50	18	1539	57		1710	63	9	1881	69	18	42¾	1	15¾
10	1140	42	6	1330	49	7	1520	56	8	1710	63	9	1900	70	10	2090	77	11	47½	1	20½

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length.	Width.	Height.																						For every Fraction of ¼ Foot add		
		6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.					
Ft.	Ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
19 ×	11	1254	46	12	1463	54	5	1672	61	25	1881	69	18	2090	77	11	2299	85	4	2508	92	24	52¼	1	25¼
	12	1368	50	18	1596	59	3	1824	67	15	2052	76		2280	84	12	2508	92	24	2736	101	9	57	2	3
	13	1482	54	24	1729	64	1	1976	73	5	2223	82	9	2470	91	13	2717	100	17	2964	109	21	61¾	2	7¾
	14	1596	59	3	1862	68	26	2128	78	22	2394	88	18	2660	98	14	2926	108	10	3192	118	6	66½	2	12½
	15	1710	63	9	1995	73	24	2280	84	12	2565	95		2850	105	15	3135	116	3	3420	126	18	71¼	2	17¼
20 ×	8	960	35	15	1120	41	13	1280	47	11	1440	53	9	1600	59	7	1760	65	5	1920	71	3	40	1	13
	9	1080	40		1260	46	18	1440	53	9	1620	60		1800	66	18	1980	73	9	2160	80		45	1	18
	10	1200	44	12	1400	51	23	1600	59	7	1800	66	18	2000	74	2	2200	81	13	2400	88	24	50	1	23
	11	1320	48	24	1540	57	1	1760	65	5	1980	73	9	2200	81	13	2420	89	17	2640	97	21	55	2	1
	12	1440	53	9	1680	62	6	1920	71	3	2160	80		2400	88	24	2640	97	21	2880	106	18	60	2	6
	13	1560	57	21	1820	67	11	2080	77	1	2340	86	18	2600	96	8	2860	105	25	3120	115	15	65	2	11
	14	1680	62	6	1960	72	16	2240	82	26	2520	93	9	2800	103	19	3080	114	2	3360	124	12	70	2	16
	15	1800	66	18	2100	77	21	2400	88	24	2700	100		3000	111	3	3300	122	6	3600	133	9	75	2	21
	16	1920	71	3	2240	82	26	2560	94	22	2880	106	18	3200	118	14	3520	130	10	3840	142	6	80	2	26
21 ×	8	1008	37	9	1176	43	15	1344	49	21	1512	56		1680	62	6	1848	68	12	2016	74	18	42	1	15

9	1134	42		1323	49		1512	56		1701	63		1890	70		2079	77		2268	84		47¼	1	20¼
10	1260	46	18	1470	54	12	1680	62	6	1890	70		2100	77	21	2310	85	15	2520	93	9	52½	1	25½
11	1386	51	9	1617	59	24	1848	68	12	2079	77		2310	85	15	2541	94	3	2772	102	18	57¾	2	3¾
12	1512	56		1764	65	9	2016	74	18	2268	84		2520	93	9	2772	102	18	3024	112		63	2	9
13	1638	60	18	1911	70	21	2184	80	24	2457	91		2730	101	3	3003	111	6	3276	121	9	68¼	2	14¼
14	1764	65	9	2058	76	6	2352	87	3	2646	98		2940	108	24	3234	119	21	3528	130	18	73½	2	19½
15	1890	70		2205	81	18	2520	93	9	2835	105		3150	116	18	3465	128	9	3780	140		78¾	2	24¾
16	2016	74	18	2352	87	3	2688	99	15	3024	112		3360	124	12	3696	136	24	4032	149	9	84	3	3
22 × 8	1056	39	3	1232	45	13	1408	52	4	1584	58	18	1760	65	5	1936	71	19	2112	78	6	44	1	17
9	1188	44		1386	51	9	1584	58	18	1782	66		1980	73	9	2178	80	18	2376	88		49½	1	22½
10	1320	48	24	1540	57	1	1760	65	5	1980	73	9	2200	81	13	2420	89	17	2640	97	21	55	2	1
11	1452	53	21	1694	62	20	1936	71	19	2178	80	18	2420	89	17	2662	98	16	2904	107	15	60½	2	6½
12	1584	58	18	1848	68	12	2112	78	6	2376	88		2640	97	21	2904	107	15	3168	117	9	66	2	12
13	1716	63	15	2002	74	4	2288	84	20	2574	95	9	2860	105	25	3146	116	14	3432	127	3	71½	2	17½
14	1848	68	12	2156	79	23	2464	91	7	2772	102	18	3080	114	2	3388	125	13	3696	136	24	77	2	23
15	1980	73	9	2310	85	15	2640	97	21	2970	110		3300	122	6	3630	134	12	3960	146	18	82½	3	1½
16	2112	78	6	2464	91	7	2816	104	8	3168	117	9	3520	130	10	3872	143	11	4224	156	12	88	3	7
17	2244	83	3	2618	96	26	2992	110	22	3366	124	18	3740	138	14	4114	152	10	4488	166	6	93½	3	12½
23 × 8	1104	40	24	1288	47	19	1472	54	14	1656	61	9	1840	68	4	2024	74	26	2208	81	21	46	1	19
9	1242	46		1449	53	18	1656	61	9	1863	69		2070	76	18	2277	84	9	2484	92		51¾	1	24¾
10	1380	51	3	1610	59	17	1840	68	4	2070	76	18	2300	85	5	2530	93	19	2760	102	6	57½	2	3½

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length.	Width.	Height.																						For every Fraction of ¼ Foot add		
		6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.						
Ft.	Ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.		Cubic yds.	ft.
23 ×	11	1518	56	6	1771	65	16	2024	74	26	2277	84	9	2530	93	19	2783	103	2	3036	112	12	63¼		2	9¼
	12	1656	61	9	1932	71	15	2208	81	21	2484	92		2760	102	6	3036	112	12	3312	122	18	69		2	15
	13	1794	66	12	2093	77	14	2392	88	16	2691	99	18	2990	110	20	3289	121	22	3588	132	24	74¾		2	20¾
	14	1932	71	15	2254	83	13	2576	95	11	2898	107	9	3220	119	7	3542	131	5	3864	143	3	80½		2	26½
	15	2070	76	18	2415	89	12	2760	102	6	3105	115		3450	127	21	3795	140	15	4140	153	9	86¼		3	5¼
	16	2208	81	21	2576	95	11	2944	109	1	3312	122	18	3680	136	8	4048	149	25	4416	163	15	92		3	11
	17	2346	86	24	2737	101	10	3128	115	23	3519	130	9	3910	144	22	4301	159	8	4692	173	21	97¾		3	16¾
	18	2484	92		2898	107	9	3312	122	18	3726	138		4140	153	9	4554	168	18	4968	184	0	103½		3	22½
24 ×	10	1440	53	9	1680	62	6	1920	71	3	2160	80		2400	88	24	2640	97	21	2880	106	18	60		2	6
	11	1584	58	18	1848	68	12	2112	78	6	2376	88		2640	97	21	2904	107	15	3168	117	9	66		2	12
	12	1728	64		2016	74	18	2304	85	9	2592	96		2880	106	18	3168	117	9	3456	128	0	72		2	18
	13	1872	69	9	2184	80	24	2496	92	12	2808	104		3120	115	15	3432	127	3	3744	138	18	78		2	24
	14	2016	74	18	2352	87	3	2688	99	15	3024	112		3360	124	12	3696	136	24	4032	149	9	84		3	3

15	2160	80		2520	93	9	2880	106	18	3240	120		3600	133	9	3960	146	18	4320	160		90	3	9
16	2304	85	9	2688	99	15	3072	113	21	3456	128		3840	142	6	4224	156	12	4608	170	18	96	3	15
17	2448	90	18	2856	105	21	3264	120	24	3672	136		4080	151	3	4488	166	6	4896	181	9	102	3	21
18	2592	96		3024	112		3456	128		3888	144		4320	160		4752	176		5184	192		108	4	
19	2736	101	9	3192	118	6	3648	135	3	4104	152		4560	168	24	5016	185	21	5472	202	18	114	4	6
20	2880	106	18	3360	124	12	3840	142	6	4320	160		4800	177	21	5280	195	15	5760	213	9	120	4	12
25 × 11	1650	61	3	1925	71	8	2200	81	13	2475	91	18	2750	101	23	3025	112	1	3300	122	6	68¾	2	14¾
12	1800	66	18	2100	77	21	2400	88	24	2700	100		3000	111	3	3300	122	6	3600	133	9	75	2	21
13	1950	72	6	2275	84	7	2600	96	8	2925	108	9	3250	120	10	3575	132	11	3900	144	12	81¼	3	¼
14	2100	77	21	2450	90	20	2800	103	19	3150	116	18	3500	129	17	3850	142	16	4200	155	15	87½	3	6½
15	2250	83	9	2625	97	6	3000	111	3	3375	125		3750	138	24	4125	152	21	4500	166	18	93¾	3	12¾
16	2400	88	24	2800	103	19	3200	118	14	3600	133	9	4000	148	4	4400	162	26	4800	177	21	100	3	19
17	2550	94	12	2975	110	5	3400	125	25	3825	141	18	4250	157	11	4675	173	4	5100	188	24	106¼	3	25¼
18	2700	100		3150	116	18	3600	133	9	4050	150		4500	166	18	4950	183	9	5400	200		112½	4	4½
19	2850	105	15	3325	123	4	3800	140	20	4275	158	9	4750	175	25	5225	193	14	5700	211	3	118¾	4	10¾
20	3000	111	3	3500	129	17	4000	148	4	4500	166	18	5000	185	5	5500	203	19	6000	222	6	125	4	17
21	3150	116	18	3675	136	3	4200	155	15	4725	175		5250	194	12	5775	213	24	6300	233	9	131¼	4	23¼
26 × 12	1872	69	9	2184	80	24	2496	92	12	2808	104		3120	115	15	3432	127	3	3744	138	18	78	2	24
13	2028	75	3	2366	87	17	2704	100	4	3042	112	18	3380	125	5	3718	137	19	4056	150	6	84½	3	3½
14	2184	80	24	2548	94	10	2912	107	23	3276	121	9	3640	134	22	4004	148	8	4368	161	21	91	3	10
15	2340	86	18	2730	101	3	3120	115	15	3510	130		3900	144	12	4290	158	24	4680	173	9	97½	3	16½

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length. Ft.	Width. Ft.	Height.																								For every Fractioo of ¼ Foot add		
		6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.			13 Feet.					
		Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
26 ×	16	2496	92	12	2912	107	23	3328	123	7	3744	138	18	4160	154	2	4576	169	13	4992	184	24	5408	200	8	104	3	23
	17	2652	98	6	3094	114	16	3536	130	26	3978	147	9	4420	163	19	4862	180	2	5304	196	12	5746	212	22	110½	4	2½
	18	2808	104		3276	121	9	3744	138	18	4212	156		4680	173	9	5148	190	18	5616	208		6084	225	9	117	4	9
	19	2964	109	21	3458	128	2	3952	146	10	4446	164	18	4940	182	26	5434	201	7	5928	219	15	6422	237	23	123½	4	15½
	20	3120	115	15	3640	134	22	4160	154	2	4680	173	9	5200	192	16	5720	211	23	6240	231	3	6760	250	10	130	4	22
	21	3276	121	9	3822	141	15	4368	161	21	4914	182		5460	202	6	6006	222	12	6552	242	18	7098	262	24	136½	5	1½
	22	3432	127	3	4004	148	8	4576	169	13	5148	190	18	5720	211	23	6292	233	1	6864	254	6	7436	275	11	143	5	8
	23	3588	132	24	4186	155	1	4784	177	5	5382	199	9	5980	221	13	6578	243	17	7176	265	21	7774	287	25	149½	5	14½
	24	3744	138	18	4368	161	21	4992	184	24	5616	208		6240	231	3	6864	254	6	7488	277	9	8112	300	12	156	5	21
27 ×	12	1944	72		2268	84		2592	96		2916	108		3240	120		3564	132		3888	144		4212	156		81	3	
	13	2106	78		2457	91		2808	104		3159	117		3510	130		3861	143		4212	156		4563	169		87¾	3	6¾
	14	2268	84		2646	98		3024	112		3402	126		3780	140		4158	154		4536	168		4914	182		94½	3	13½
	15	2430	90		2835	105		3240	120		3645	135		4050	150		4455	165		4860	180		5265	195		101¼	3	20¼
	16	2592	96		3024	112		3456	128		3888	144		4320	160		4752	176		5184	192		5616	208		108	4	
	17	2754	102		3213	119		3672	136		4131	153		4590	170		5049	187		5508	204		5967	221		114¾	4	6¾

18	2916	108		3402	126		3888	144		4374	162		4860	180		5346	198		5832	216		6318	234		121½	4	13½
19	3078	114		3591	133		4104	152		4617	171		5130	190		5643	209		6156	228		6669	247		128¼	4	20¼
20	3240	120		3780	140		4320	160		4860	180		5400	200		5940	220		6480	240		7020	260		135	5	
21	3402	126		3969	147		4536	168		5103	189		5670	210		6237	231		6804	252		7371	273		141¾	5	6¾
22	3564	132		4158	154		4752	176		5346	198		5940	220		6534	242		7128	264		7722	286		148½	5	13½
23	3726	138		4347	161		4968	184		5589	207		6210	230		6831	253		7452	276		8073	299		155¼	5	20¼
24	3888	144		4536	168		5184	192		5832	216		6480	240		7128	264		7776	288		8424	312		162	6	
25	4050	150		4725	175		5400	200		6075	225		6750	250		7425	275		8100	300		8775	325		168¾	6	6¾
28 × 12	2016	74	18	2352	87	3	2688	99	15	3024	112		3360	124	12	3696	136	24	4032	149	9	4368	161	21	84	3	3
13	2184	80	24	2548	94	10	2912	107	23	3276	121	9	3640	134	22	4004	148	8	4368	161	21	4732	175	7	91	3	10
14	2352	87	3	2744	101	17	3136	116	4	3528	130	18	3920	145	5	4312	159	19	4704	174	6	5096	188	20	98	3	17
15	2520	93	9	2940	108	24	3360	124	12	3780	140		4200	155	15	4620	171	3	5040	186	18	5460	202	6	105	3	24
16	2688	99	15	3136	116	4	3584	132	20	4032	149	9	4480	165	25	4928	182	14	5376	199	3	5824	215	19	112	4	4
17	2856	105	21	3332	123	11	3808	141	1	4284	158	18	4760	176	8	5236	193	25	5712	211	15	6188	229	5	119	4	11
18	3024	112		3528	130	18	4032	149	9	4536	168		5040	186	18	5544	205	9	6048	224		6552	242	18	126	4	18
19	3192	118	6	3724	137	25	4256	157	17	4788	177	9	5320	197	1	5852	216	20	6384	236	12	6916	256	4	133	4	25
20	3360	124	12	3920	145	5	4480	165	25	5040	186	18	5600	207	11	6160	228	4	6720	248	24	7280	269	17	140	5	5
21	3528	130	18	4116	152	12	4704	174	6	5292	196		5880	217	21	6468	239	15	7056	261	9	7644	283	3	147	5	12
22	3696	136	24	4312	159	19	4928	182	14	5544	205	9	6160	228	4	6776	250	26	7392	273	21	8008	296	16	154	5	19
23	3864	143	3	4508	166	26	5152	190	22	5796	214	18	6440	238	14	7084	262	10	7728	286	6	8372	310	2	161	5	26
24	4032	149	9	4704	174	6	5376	199	3	6048	224		6720	248	24	7392	273	21	8064	298	18	8736	323	15	168	6	6

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length.	Width.	Height.																							For every Fraction of ¼ Foot add		
		6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.			13 Feet.				
Ft.	Ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds. ft.
28 ×	**25**	4200	155	15	4900	181	13	5600	207	11	6300	233	9	7000	259	7	7700	285	5	8400	311	3	9100	337	1	175	6 13
	26	4368	161	21	5096	188	20	5824	215	19	6552	242	18	7280	269	17	8008	296	16	8736	323	15	9464	350	14	182	6 20
29 ×	**12**	2088	77	9	2436	90	6	2784	103	3	3132	116		3480	128	24	3828	141	21	4176	154	18	4524	167	15	87	3 6
	13	2262	83	21	2639	97	20	3016	111	19	3393	125	18	3770	139	17	4147	153	16	4524	167	15	4901	181	14	94¼	3 13¼
	14	2436	90	6	2842	105	7	3248	120	8	3654	135	9	4060	150	10	4466	165	11	4872	180	12	5278	195	13	101½	3 20½
	15	2610	96	18	3045	112	21	3480	128	24	3915	145		4350	161	3	4785	177	6	5220	193	9	5655	209	12	108¾	4 ¾
	16	2784	103	3	3248	120	8	3712	137	13	4176	154	18	4640	171	23	5104	189	1	5568	206	6	6032	223	11	116	4 8
	17	2958	109	15	3451	127	22	3944	146	2	4437	164	9	4930	182	16	5423	200	23	5916	219	3	6409	237	10	123¼	4 15¼
	18	3132	116		3654	135	9	4176	154	18	4698	174		5220	193	9	5742	212	18	6264	232		6786	251	9	130½	4 22½
	19	3306	122	12	3857	142	23	4408	163	7	4959	183	18	5510	204	2	6061	224	13	6612	244	24	7163	265	8	137¾	5 2¾
	20	3480	128	24	4060	150	10	4640	171	23	5220	193	9	5800	214	22	6380	236	8	6960	257	21	7540	279	7	145	5 10
	21	3654	135	9	4263	157	24	4872	180	12	5481	203		6090	225	15	6699	248	3	7308	270	18	7917	293	6	152¼	5 17¼
	22	3828	141	21	4466	165	11	5104	189	1	5742	212	18	6380	236	8	7018	259	25	7656	283	15	8294	307	5	159½	5 24½
	23	4002	148	6	4669	172	25	5336	197	17	6003	222	9	6670	247	1	7337	271	20	8004	296	12	8671	321	4	166¾	6 4¾
	24	4176	154	18	4872	180	12	5568	206	6	6264	232		6960	257	21	7656	283	15	8352	309	9	9048	335	3	174	6 12

25	4350	161	3	5075	187	26	5800	214	22	6525	241	18	7250	268	14	7975	295	10	8700	322	6	9425	349	2	181¼	6	19¼
26	4524	167	15	5278	195	13	6032	223	11	6786	251	9	7540	279	7	8294	307	5	9048	335	3	9802	363	1	188½	6	26½
27	4698	174		5481	203		6264	232		7047	261		7830	290		8613	319		9396	348		10179	377		195¾	7	6¾
80 × 12	2160	80		2520	93	9	2880	106	18	3240	120		3600	133	9	3960	146	18	4320	160		4680	173	9	90	3	9
13	2340	86	18	2730	101	3	3120	115	15	3510	130		3900	144	12	4290	158	24	4680	173	9	5070	187	21	97½	3	16½
14	2520	93	9	2940	108	24	3360	124	12	3780	140		4200	155	15	4620	171	3	5040	186	18	5460	202	6	105	3	24
15	2700	100		3150	116	18	3600	133	9	4050	150		4500	166	18	4950	183	9	5400	200		5850	216	18	112½	4	4½
16	2880	106	18	3360	124	12	3840	142	6	4320	160		4800	177	21	5280	195	15	5760	213	9	6240	231	3	120	4	12
17	3060	113	9	3570	132	6	4080	151	3	4590	170		5100	188	24	5610	207	21	6120	226	18	6630	245	15	127½	4	19½
18	3240	120		3780	140		4320	160		4860	180		5400	200		5940	220		6480	240		7020	260		135	5	
19	3420	126	18	3990	147	21	4560	168	24	5130	190		5700	211	3	6270	232	6	6840	253	9	7410	274	12	142½	5	7½
20	3600	133	9	4200	155	15	4800	177	21	5400	200		6000	222	6	6600	244	12	7200	266	18	7800	288	24	150	5	15
21	3780	140		4410	163	9	5040	186	18	5670	210		6300	233	9	6930	256	18	7560	280		8190	303	9	157½	5	22½
22	3960	146	18	4620	171	3	5280	195	15	5940	220		6600	244	12	7260	268	24	7920	293	9	8580	317	21	165	6	3
23	4140	153	9	4830	178	24	5520	204	12	6210	230		6900	255	15	7590	281	3	8280	306	18	8970	332	6	172½	6	10½
24	4320	160		5040	186	18	5760	213	9	6480	240		7200	266	18	7920	293	9	8640	320		9360	346	18	180	6	18
25	4500	166	18	5250	194	12	6000	222	6	6750	250		7500	277	21	8250	305	15	9000	333	9	9750	361	3	187½	6	25½
26	4680	173	9	5460	202	6	6240	231	3	7020	260		7800	288	24	8580	317	21	9360	346	18	10140	375	15	195	7	6
27	4860	180		5670	210		6480	240		7290	270		8100	300		8910	330		9720	360		10530	390		202½	7	13½
28	5040	186	18	5880	217	21	6720	248	24	7560	280		8400	311	3	9240	342	6	10080	373	9	10920	404	12	210	7	21
81 × 13	2418	89	15	2821	104	13	3224	119	11	3627	134	9	4030	149	7	4433	164	5	4836	179	3	5239	194	1	100¾	3	19¾

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

		Height.																For every Fraction of ¼ Foot add	
Length.	Width.	6 Feet.		7 Feet.		8 Feet.		9 Feet.		10 Feet.		11 Feet.		12 Feet.		13 Feet.			
Ft.	Ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.	Feet.	Cubic yds. ft.
31×	14	2604	96 12	3038	112 14	3472	128 16	3906	144 18	4340	160 20	4774	176 22	5208	192 24	5642	208 26	108½	4 0½
	15	2790	103 9	3255	120 15	3720	137 21	4185	155	4650	172 6	5115	189 12	5580	206 18	6045	223 24	116¼	4 8¼
	16	2976	110 6	3472	128 16	3968	146 26	4464	165 9	4960	183 19	5456	202 2	5952	220 12	6448	238 22	124	4 16
	17	3162	117 3	3689	136 17	4216	156 4	4743	175 18	5270	195 5	5797	214 19	6324	234 6	6851	253 20	131¾	4 23¾
	18	3348	124	3906	144 18	4464	165 9	5022	186	5580	206 18	6138	227 9	6696	248	7254	268 18	139½	5 4½
	19	3534	130 24	4123	152 19	4712	174 14	5301	196 9	5890	218 4	6479	239 26	7068	261 21	7657	283 16	147¼	5 12¼
	20	3720	137 21	4340	160 20	4960	183 19	5580	206 18	6200	229 17	6820	252 16	7440	275 15	8060	298 14	155	5 20
	21	3906	144 18	4557	168 21	5208	192 24	5859	217	6510	241 3	7161	265 6	7812	289 9	8463	313 12	162¾	6 0¾
	22	4092	151 15	4774	176 22	5456	202 2	6138	227 9	6820	252 16	7502	277 23	8184	303 3	8866	328 10	170½	6 8½
	23	4278	158 12	4991	184 23	5704	211 7	6417	237 18	7130	264 2	7843	290 13	8556	316 24	9269	343 8	178¼	6 16¼
	24	4464	165 9	5208	192 24	5952	220 12	6696	248	7440	275 15	8184	303 3	8928	330 18	9672	358 6	186	6 24
	25	4650	172 6	5425	200 25	6200	229 17	6975	258 9	7750	287 1	8525	315 20	9300	344 12	10075	373 4	193¾	7 4¾
	26	4836	179 3	5642	208 26	6448	238 22	7254	268 18	8060	298 14	8866	328 10	9672	358 6	10478	388 2	201½	7 12½
	27	5022	186	5859	217	6696	248	7533	279	8370	310	9207	341	10044	372	10881	403	209¼	7 20¼
	28	5208	192 24	6076	225 1	6944	257 5	7812	289 9	8680	321 13	9548	353 17	10416	385 21	11284	417 25	217	8 1

29	5394	199	21	6293	233	2	7192	266	10	8091	299	18	8990	332	26.	9889	366	7	10788	399	15	11687	432	23	224¾	8	8¾
32 × 14	2688	99	15	3136	116	4	3584	132	20	4032	149	9	4480	165	25	4928	182	14	5376	199	3	5824	215	19	112	4	4
15	2880	106	18	3360	124	12	3840	142	6	4320	160		4800	177	21	5280	195	15	5760	213	9	6240	231	3	120	4	12
16	3072	113	21	3584	132	20	4096	151	19	4608	170	18	5120	189	17	5632	208	16	6144	227	15	6656	246	14	128	4	20
17	3264	120	24	3808	141	1	4352	161	5	4896	181	9	5440	201	13	5984	221	17	6528	241	21	7072	261	25	136	5	1
18	3456	128		4032	149	9	4608	170	18	5184	192		5760	213	9	6336	234	18	6912	256		7488	277	9	144	5	9
19	3648	135	3	4256	157	17	4864	180	4	5472	202	18	6080	225	5	6688	247	19	7296	270	6	7904	292	20	152	5	17
20	3840	142	6	4480	165	25	5120	189	17	5760	213	9	6400	237	1	7040	260	20	7680	284	12	8320	308	4	160	5	25
21	4032	149	9	4704	174	6	5376	199	3	6048	224		6720	248	24	7392	273	21	8064	298	18	8736	323	15	168	6	6
22	4224	156	12	4928	182	14	5632	208	16	6336	234	18	7040	260	20	7744	286	22	8448	312	24	9152	338	26	176	6	14
23	4416	163	15	5152	190	22	5888	218	2	6624	245	9	7360	272	16	8096	299	23	8832	327	3	9568	354	10	184	6	22
24	4608	170	18	5376	199	3	6144	227	15	6912	256		7680	284	12	8448	312	24	9216	341	9	9984	369	21	192	7	3
25	4800	177	21	5600	207	11	6400	237	1	7200	266	18	8000	296	8	8800	325	25	9600	355	15	10400	385	5	200	7	11
26	4992	184	24	5824	215	19	6656	246	14	7488	277	9	8320	308	4	9152	338	26	9984	369	21	10816	400	16	208	7	19
27	5184	192		6048	224		6912	256		7776	288		8640	320		9504	352		10368	384		11232	416		216	8	
28	5376	199	3	6272	232	8	7168	265	13	8064	298	18	8960	331	23	9856	365	1	10752	398	6	11648	431	11	224	8	8
29	5568	206	6	6496	240	16	7424	274	26	8352	309	9	9280	343	19	10208	378	2	11136	412	12	12064	446	22	232	8	16
30	5760	213	9	6720	248	24	7680	284	12	8640	320		9600	355	15	10560	391	3	11520	426	18	12480	462	6	240	8	24
33 × 14	2772	102	18	3234	119	21	3696	136	24	4158	154		4620	171	3	5082	188	6	5544	205	9	6006	222	12	115½	4	7½
15	2970	110		3465	128	9	3960	146	18	4455	165		4950	183	9	5445	201	18	5940	220		6435	238	9	123¾	4	15¾
16	3168	117	9	3696	136	24	4224	156	12	4752	176		5280	195	15	5808	215	3	6336	234	18	6864	254	6	132	4	24

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length. Ft.	Width. Ft.	Height.																									For every Fraction of ¼ Foot add		
		6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.			13 Feet.					
		Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
33 ×	17	3366	124	18	3927	145	12	4488	166	6	5049	187		5610	207	21	6171	228	15	6732	249	9	7293	270	3	140¼	5	5¼
	18	3564	132		4158	154		4752	176		5346	198		5940	220		6534	242		7128	264		7722	286		148½	5	13½
	19	3762	139	9	4389	162	15	5016	185	21	5643	209		6270	232	6	6897	255	12	7524	278	18	8151	301	24	156¾	5	21¾
	20	3960	146	18	4620	171	3	5280	195	15	5940	220		6600	244	12	7260	268	24	7920	293	9	8580	317	21	165	6	3
	21	4158	154		4851	179	18	5544	205	9	6237	231		6930	256	18	7623	282	9	8316	308		9009	333	18	173¼	6	11¼
	22	4356	161	9	5082	188	6	5808	215	3	6534	242		7260	268	24	7986	295	21	8712	322	18	9438	349	15	181½	6	19½
	23	4554	168	18	5313	196	21	6072	224	24	6831	253		7590	281	3	8349	309	6	9108	337	9	9867	365	12	189¾	7	0¾
	24	4752	176		5544	205	9	6336	234	18	7128	264		7920	293	9	8712	322	18	9504	352		10296	381	9	198	7	9
	25	4950	183	9	5775	213	24	6600	244	12	7425	275		8250	305	15	9075	336	3	9900	366	18	10725	397	6	206¼	7	17¼
	28	5148	190	18	6006	222	12	6864	254	6	7722	286		8580	317	21	9438	349	15	10296	381	9	11154	413	3	214½	7	25½
	27	5346	198		6237	231		7128	264		8019	297		8910	330		9801	363		10692	396		11583	429		222¾	8	6¾
	28	5544	205	9	6468	239	15	7392	273	21	8316	308		9240	342	6	10164	376	12	11088	410	18	12012	444	24	231	8	15
	29	5742	212	18	6699	248	3	7656	283	15	8613	319		9570	354	12	10527	389	24	11484	425	9	12441	460	21	239¼	8	23¼
	30	5940	220		6930	256	18	7920	293	9	8910	330		9900	366	18	10890	403	9	11880	440		12870	476	18	247½	9	4½
34 ×	14	2856	105	21	3332	123	11	3808	141	1	4284	158	18	4760	176	8	5236	193	25	5712	211	15	6188	229	5	119	4	11

15	3060	113	9	3570	132	6	4080	151	3	4590	170		5100	188	24	5610	207	21	6120	226	18	6630	245	15	127½	4	19½
16	3264	120	24	3808	141	1	4352	161	5	4896	181	9	5440	201	13	5984	221	17	6528	241	21	7072	261	25	136	5	1
17	3468	128	12	4046	149	23	4624	171	7	5202	192	18	5780	214	2	6358	235	13	6936	256	24	7514	278	8	144½	5	9½
18	3672	136		4284	158	18	4896	181	9	5508	204		6120	226	18	6732	249	9	7344	272		7956	294	18	153	5	18
19	3876	143	15	4522	167	13	5168	191	11	5814	215	9	6460	239	7	7106	263	5	7752	287	3	8398	311	1	161½	5	26½
20	4080	151	3	4760	176	8	5440	201	13	6120	226	18	6800	251	23	7480	277	1	8160	302	6	8840	327	11	170	6	8
21	4284	158	18	4998	185	3	5712	211	15	6426	238		7140	264	12	7854	290	24	8568	317	9	9282	343	21	178½	6	16½
22	4488	166	6	5236	193	25	5984	221	17	6732	249	9	7480	277	1	8228	304	20	8976	332	12	9724	360	4	187	6	25
23	4692	173	21	5474	202	20	6256	231	19	7038	260	18	7820	289	17	8602	318	16	9384	347	15	10166	376	14	195½	7	6½
24	4896	181	9	5712	211	15	6528	241	21	7344	272		8160	302	6	8976	332	12	9792	362	18	10608	392	24	204	7	15
25	5100	188	24	5950	220	10	6800	251	23	7650	283	9	8500	314	22	9350	346	8	10200	377	21	11050	409	7	212½	7	23½
26	5304	196	12	6188	229	5	7072	261	25	7956	294	18	8840	327	11	9724	360	4	10608	392	24	11492	425	17	221	8	5
27	5508	204		6426	238		7344	272		8262	306		9180	340		10098	374		11016	408		11934	442		229½	8	13½
28	5712	211	15	6664	246	22	7616	282	2	8568	317	9	9520	352	16	10472	387	23	11424	423	3	12376	458	10	238	8	22
29	5916	219	3	6902	255	17	7888	292	4	8874	328	18	9860	365	5	10846	401	19	11832	438	6	12918	474	20	246½	9	3½
30	6120	226	18	7140	264	12	8160	302	6	9180	340		10200	377	21	11220	415	15	12240	453	9	13260	491	3	255	9	12
85 × 14	2940	108	24	3430	127	1	3920	145	5	4410	163	9	4900	181	13	5390	199	17	5880	217	21	6370	235	25	122½	4	14½
15	3150	116	18	3675	136	3	4200	155	15	4725	175		5250	194	12	5775	213	24	6300	233	9	6825	252	21	131¼	4	23¼
16	3360	124	12	3920	145	5	4480	165	25	5040	186	18	5600	207	11	6160	228	4	6720	248	24	7280	269	17	140	5	5
17	3570	132	6	4165	154	7	4760	176	8	5355	198	9	5950	220	10	6545	242	11	7140	264	12	7735	286	13	148¾	5	13¾
18	3780	140		4410	163	9	5040	186	18	5670	210		6300	233	9	6930	256	18	7560	280		8190	303	9	157½	5	22½

TABLES FOR CALCULATING THE CONTENTS OF OBLONG STACKS.

Length.	Width.	Height.																									For every Fraction of ¼ Foot add		
		6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.			13 Feet.					
Ft.	Ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
35 ×	**19**	3990	147	21	4655	172	11	5320	197	1	5985	221	18	6650	246	8	7315	270	25	7980	295	15	8645	320	5	166¼	6	4¼
	20	4200	155	15	4900	181	13	5600	207	11	6300	233	9	7000	259	7	7700	285	5	8400	311	3	9100	337	1	175	6	13
	21	4410	163	9	5145	190	15	5880	217	21	6615	245		7350	272	6	8085	299	12	8820	326	18	9555	353	24	183¾	6	21¾
	22	4620	171	3	5390	199	17	6160	228	4	6930	256	18	7700	285	5	8470	313	19	9240	342	6	10010	370	20	192½	7	3½
	23	4830	178	24	5635	208	19	6440	238	14	7245	268	9	8050	298	4	8855	327	26	9660	357	21	10465	387	16	201¼	7	12¼
	24	5040	186	18	5880	217	21	6720	248	24	7560	280		8400	311	3	9240	342	6	10080	373	9	10920	404	12	210	7	21
	25	5250	194	12	6125	226	23	7000	259	7	7875	291	18	8750	324	2	9625	356	13	10500	388	24	11375	421	8	218¾	8	2¾
	26	5460	202	6	6370	235	25	7280	269	17	8190	303	9	9100	337	1	10010	370	20	10920	404	12	11830	438	4	227½	8	11½
	27	5670	210		6615	245		7560	280		8505	315		9450	350		10395	385		11340	420		12285	455		236¼	8	20¼
	28	5880	217	21	6860	254	2	7840	290	10	8820	326	18	9800	362	26	10780	399	7	11760	435	15	12740	471	23	245	9	2
	29	6090	225	15	7105	263	4	8120	300	20	9135	338	9	10150	375	25	11165	413	14	12180	451	3	13195	488	19	253¾	9	10¾
	30	6300	233	9	7350	272	6	8400	311	3	9450	350		10500	388	24	11550	427	21	12600	466	18	13650	505	15	262½	9	19½
	31	6510	241	3	7595	281	8	8680	321	13	9765	361	18	10850	401	23	11935	442	1	13020	482	6	14105	522	11	271¼	10	1¼
	32	6720	248	24	7840	290	10	8960	331	23	10080	373	9	11200	414	22	12320	456	8	13440	497	21	14560	539	7	280	10	10

II. Circular Stacks.

Rule.—The area of the mean circumference is multiplied by the sum of the height from bed of stack to eaves, added to ⅓ the perpendicular height of the conical top, the product giving the contents of stack in cubic feet.

HAY.

Example.—In a stack having a mean circumference of 50 feet, height to eaves 10 feet, and perpendicular height from eaves to top 6 feet, the contents in cubic yards, and weight of stack, estimating 1½ cwt. per cubic yard, are required.

From tables, page 196, opposite the circumference of 50 feet, and in the column containing the 12-feet heights—10 feet and ⅓ of top—will be found 88 cubic yards 10 feet as the contents of the stack, and at 1½ cwt. per cubic yard, gives 6 tons 12½ cwt. as the weight of hay in the stack.

CORN.

Rule.—For finding the contents in cubic feet, the same as for hay.

Example.—In a stack of barley having a mean circumference of 42 feet, height to eaves 10 feet, and perpendicular height from eaves to top 6 feet, the number of bushels and weight of straw, each taken at an average, are required.

The stack will be found to contain 1,683 cubic feet (see tables, page 195), which divided by the average number of cubic feet per bushel for barley, viz., 22, gives the contents as 76½ bushels. Calculating 62 lbs., the average weight of barley straw per bushel, brings 2 tons 2¼ cwt. as the weight of straw in stack.

A simple rule often adopted by valuers to obtain the approximate contents of a round stack, is to multiply the square of one-fifth of the mean circumference by double the height.

Taking the hay-stack given as an example on the previous page, the contents would be worked out as follows :—

$$\frac{50}{5} = 10, \text{ and } 10^2 = 100$$

$$100 \times (12 \times 2) = 2{,}400 \text{ cubic feet} = 88 \text{ yards } 24 \text{ feet,}$$

instead of 88 yards 10 feet, by the more accurate method.

TABLES FOR CALCULATING THE CONTENTS OF CIRCULAR STACKS.

CIRCUMFERENCE.	HEIGHT.																								For every Fraction of ¼ Foot add		
	6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.			13 Feet.					
Feet.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
30	429	15	24	501	18	15	572	21	5	644	23	23	716	26	14	787	29	4	859	31	22	930	34	12	17¾		17¾
31	458	16	26	534	19	21	611	22	17	687	25	12	764	28	8	840	31	3	916	33	25	993	36	21	19		19
32	488	18	2	569	21	2	651	24	3	732	27	3	814	30	4	895	33	4	976	36	4	1058	39	5	20¼		20¼
33	520	19	7	606	22	12	693	25	18	780	28	24	867	32	3	953	35	8	1040	38	14	1127	41	20	21½		21½
34	552	20	12	644	23	23	736	27	7	828	30	18	920	34	2	1012	37	13	1104	40	24	1196	44	8	23		23
35	584	21	17	682	25	7	779	28	23	876	32	12	974	36	2	1071	39	18	1168	43	7	1266	46	24	24¼		24¼
36	618	22	24	721	26	19	824	30	14	927	34	9	1031	38	5	1134	42		1237	45	22	1340	49	17	25¾		25¾
37	653	24	5	762	28	6	871	32	7	980	36	8	1089	40	9	1197	44	9	1306	48	10	1415	52	11	27	1	
38	689	25	14	804	29	21	919	34	1	1034	38	8	1149	42	15	1263	46	21	1378	51	1	1493	55	8	28½	1	1½
39	726	26	24	847	31	10	968	35	23	1089	40	9	1210	44	22	1331	49	8	1452	53	21	1573	58	7	30¼	1	3¼
40	763	28	7	891	33		1018	37	19	1145	42	11	1273	47	4	1400	51	23	1527	56	15	1654	61	7	31¾	1	4¾
41	802	29	19	936	34	18	1069	39	16	1203	44	15	1337	49	14	1570	54	12	1604	59	11	1738	64	10	33¼	1	6¼
42	841	31	4	982	36	10	1122	41	15	1262	46	20	1403	51	26	1543	57	4	1683	62	9	1823	67	14	35	1	8
43	882	32	18	1029	38	3	1176	43	15	1323	49		1471	54	13	1618	59	25	1765	65	10	1912	70	22	36¾	1	9¾

TABLES FOR CALCULATING THE CONTENTS OF CIRCULAR STACKS.

CIRCUMFERENCE.	HEIGHT.																								For every Fraction of ¼ Foot add		
	6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.			13 Feet.					
Feet.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
44	924	34	6	1078	39	25	1232	45	17	1386	51	9	1540	57	1	1694	62	20	1848	68	12	2002	74	4	38½	1	11½
45	966	35	21	1127	41	20	1288	47	19	1449	53	18	1611	59	18	1772	65	17	1933	71	16	2094	77	15	40¼	1	13¼
46	1009	37	10	1178	43	17	1346	49	23	1514	56	2	1683	62	9	1851	68	15	2019	74	21	2187	81		42	1	15
47	1054	39	1	1229	45	14	1405	52	1	1581	58	15	1757	65	2	1932	71	15	2108	78	2	2284	84	16	43¾	1	16¾
48	1099	40	19	1283	47	14	1466	54	8	1649	61	2	1833	67	24	2016	74	18	2199	81	12	2382	88	6	45¾	1	18¾
49	1146	42	12	1337	49	14	1528	56	16	1719	63	18	1910	70	20	2101	77	22	2292	84	24	2483	91	26	47¾	1	20¾
50	1193	44	5	1392	51	15	1591	58	25	1790	66	8	1989	73	18	2187	81		2386	88	10	2585	95	20	49¾	1	22¾
51	1241	45	26	1448	53	17	1655	61	8	1862	68	26	2069	76	17	2275	84	7	2482	91	25	2689	99	16	51¾	1	24¾
52	1290	47	21	1505	55	20	1720	63	19	1935	71	18	2151	79	18	2366	87	17	2581	95	16	2796	103	15	53¾	1	26¾
53	1341	49	18	1564	57	25	1788	66	6	2011	74	13	2235	82	21	2458	91	1	2682	99	9	2905	107	16	55¾	2	1¾
54	1392	51	15	1624	60	4	1856	68	20	2088	77	9	2320	85	25	2552	94	14	2784	103	3	3016	111	19	58	2	4
55	1444	53	13	1684	62	10	1925	71	8	2166	80	6	2407	89	4	2647	98	1	2888	106	26	3129	115	24	60	2	6
56	1497	55	12	1746	64	18	1996	73	25	2245	83	4	2495	92	11	2744	101	17	2994	110	24	3243	120	3	62¼	2	8¼
57	1551	57	12	1809	67		2068	76	16	2336	86	4	2585	95	20	2843	105	8	3102	114	24	3360	124	12	64½	2	10½

58	1606	59	13	1873	69	10	2141	79	8	2409	89	6	2677	99	4	2944	109	1	3212	118	26	3480	128	24	66¾	2	12¾
59	1662	61	15	1939	71	22	2216	82	2	2493	92	9	2770	102	16	3047	112	23	3324	123	3	3601	133	10	69¼	2	15¼
60	1718	63	17	2004	74	6	2291	84	23	2577	95	12	2864	106	2	3150	116	18	3436	127	7	3723	137	24	71½	2	17½
61	1776	65	21	2072	76	20	2368	87	19	2664	98	18	2961	109	18	3257	120	17	3553	131	16	3849	142	15	74	2	20
62	1835	67	26	2141	79	8	2447	90	17	2753	101	26	3059	113	8	3364	124	16	3670	135	25	3976	147	7	76¼	2	22¼
63	1894	70	4	2210	81	23	2526	93	15	2842	105	7	3158	116	26	3473	128	17	3789	140	9	4105	152	1	78¾	2	24¾
64	1955	72	11	2281	84	13	2607	96	15	2933	108	17	3259	120	19	3584	132	20	3910	144	22	4236	156	24	81¼	3	0¼
65	2017	74	19	2353	87	4	2689	99	16	3025	112	1	3362	124	14	3698	136	26	4034	149	11	4370	161	23	84	3	3
66	2079	77		2426	89	23	2772	102	18	3119	115	14	3466	128	10	3812	141	5	4159	154	1	4505	166	23	86½	3	5½
67	2143	79	10	2500	92	16	2857	105	22	3214	119	1	3572	132	8	3929	145	14	4286	158	20	4643	171	26	89¼	3	8¼
68	2207	81	20	2575	95	10	2943	109		3311	122	17	3679	136	7	4046	149	23	4414	163	13	4782	177	3	91¾	3	10¾
69	2272	84	4	2651	98	5	3030	112	6	3409	126	7	3788	140	8	4166	154	8	4545	168	9	4924	182	10	94½	3	13½
70	2339	86	17	2729	101	2	3119	115	14	3509	129	26	3899	144	11	4288	158	22	4678	173	7	5068	187	19	97¼	3	16¼
71	2406	89	3	2807	103	26	3208	118	22	3609	133	18	4011	148	15	4412	163	11	4813	178	7	5214	193	3	100¼	3	19¼
72	2475	91	18	2887	106	25	3300	122	6	3712	137	13	4125	152	21	4537	168	1	4950	183	9	5362	198	16	103	3	22
73	2544	94	6	2968	109	25	3392	125	17	3816	141	9	4240	157	1	4664	172	20	5088	188	12	5512	204	4	106	3	25
74	2614	96	22	3049	112	25	3485	129	2	3921	145	6	4357	161	10	4792	177	13	5228	193	17	5664	209	21	108¾	4	0¾
75	2685	99	12	3133	116	1	3580	132	16	4028	149	5	4476	165	21	4923	182	9	5371	198	25	5818	215	13	111¾	4	3¾
76	2757	102	3	3217	119	4	3676	136	4	4136	153	5	4596	170	6	5055	187	6	5515	204	7	5974	221	7	114¾	4	6¾
77	2830	104	22	3302	122	8	3774	139	21	4246	157	7	4718	174	20	5189	192	5	5661	209	18	6133	227	4	117¾	4	9¾
78	2904	107	15	3388	125	13	3872	143	11	4356	161	9	4841	179	8	5325	197	6	5809	215	4	6293	233	2	121	4	13

TABLES FOR CALCULATING THE CONTENTS OF CIRCULAR STACKS.

CIRCUMFERENCE.	HEIGHT.																								For every Fraction of ¼ Foot add		
	6 Feet.			7 Feet.			8 Feet.			9 Feet.			10 Feet.			11 Feet.			12 Feet.			13 Feet.					
Feet.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.	Feet.	Cubic yds.	ft.
79	2978	110	8	3474	128	18	3971	147	2	4467	165	12	4964	183	23	5460	202	6	5956	220	16	6453	239		124	4	16
80	3055	113	4	3565	132	1	4074	150	24	4583	169	20	5093	188	17	5602	207	13	6111	226	9	6620	245	5	127¼	4	19¼
81	3132	116		3654	135	9	4176	154	18	4698	174		5221	193	10	5743	212	19	6265	232	1	6787	251	10	130½	4	22½
82	3210	118	24	3745	138	19	4280	158	14	4815	178	9	5350	198	4	5885	217	26	6420	237	21	6955	257	16	133¾	4	25¾
83	3289	121	22	3837	142	3	4385	162	11	4933	182	19	5482	203	1	6030	223	9	6578	243	17	7126	263	25	137	5	2
84	3369	124	21	3930	145	15	4492	166	10	5053	187	4	5615	207	26	6176	228	20	6738	249	15	7299	270	9	140¼	5	5¼
85	3449	127	20	4024	149	1	4599	170	9	5174	191	17	5749	212	25	6323	234	5	6898	255	13	7473	276	21	143½	5	8½
86	3531	130	21	4119	152	15	4708	174	10	5296	196	4	5885	217	26	6473	239	20	7062	261	15	7650	283	9	147	5	12
87	3613	133	22	4216	156	4	4818	178	12	5420	200	20	6023	223	2	6625	245	10	7227	267	18	7829	289	26	150½	5	15½
88	3697	136	25	4313	159	20	4929	182	15	5545	205	10	6162	228	6	6778	251	1	7394	273	23	8010	296	18	154	5	19
89	3781	140	1	4412	163	11	5042	186	20	5672	210	2	6303	233	12	6933	256	21	7563	280	3	8193	303	12	157½	5	22½
90	3867	143	6	4512	167	3	5156	190	26	5801	214	23	6446	238	20	7090	262	16	7735	286	13	8379	310	9	161	5	26

SECTION VII.

COMPENSATION FOR LAND TAKEN FOR PUBLIC PURPOSES.

PAGE

I. Effect of Lands and Railway Clauses Acts, 1845 . . . . . . 200, 201
II. Owners' Interests Affected where Land Taken 201, 202
III. Owners' Interests Affected where no Land is Taken 203
IV. Claims that Cannot be Substantiated 203
V. Occupiers' Interests Affected . . 204—207
VI. Effect of Notice to Treat . . 208, 209
VII. Modes of Assessment of Compensation 210
VIII. Formulation of Claim . . . 211, 212
IX. Particulars of Claim . . . 212, 213
X. Method of Rendering Claim . . 214

I.—EFFECT OF LANDS AND RAILWAY CLAUSES ACTS, 1845.

The Lands Clauses Consolidation Act of 1845, coupled with the Railway Clauses Act of the same date, and the slight amending Acts passed in 1860, 1869, and 1883, form the basis of compensation for lands* required for public undertakings, where compulsory powers have been put in force. The first-mentioned Act forms the general code for—

1. Regulating the manner in which lands may be .purchased under the authority of Parliament;
2. Regulating the mode in which compensation is to be made for injuries arising through severance or consequential damages;
3. Conferring upon persons interested in lands that may be injuriously affected by the exercise of such powers, the right to compensation, even where no land is taken.

Foremost amongst the corporate bodies whose proceedings give rise to compensation claims, must be placed our Railway Companies. Similar claims have, however, to be made on Local Boards and Vestries, Gas and Water Companies, School Boards, and other public bodies.

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* The term "lands" under the Act referred to extends to messuages, tenements, and hereditaments of any tenure, but not to easements of an incorporeal nature such as personal rights of shooting or fishing, or any other incorporeal right.

In the case of agricultural properties to which the present work applies, the interests affected may be considered under two headings, viz.:

1. The interests of the *owner* of the land required.
2. The interests of the *occupier* of the land required.

II.—OWNER'S INTERESTS.

The items of claim that may be substantiated by a freeholder *where a portion of his property is taken*, may be briefly stated as follows :—

(*a*) The capital value to the owner at the date of notice of all land within the lines of deviation.

(*b*) The growing timber and underwood on the land required.

(*c*) The minerals, if stipulated for in notice.

(*d*) Compensation for compulsory sale.

(*e*) Severance damages :—

Water supply, if cut off or interfered with.

Field drainage, if prevented or rendered ineffective.

Access to river, canal, or ferry, if cut off.

Use of private road through railway crossing same on the level.

General depreciation in rental and capital values of property through severance.

Cost of re-arranging inclosures by grubbing short lengths of hedge, or erecting new fences where required.

(*f*) Consequential damages:—

Injuries arising from the execution of works.

Injuries arising from alteration of occupation roads.

Injuries arising from vibration, noise, dust, smoke, offensive smells, or similar damages during the construction of railway.

Increased cost of insurance through proximity of railway.

Residential amenities of house depreciated through formation of embankment in front.

III.—ITEMS OF CLAIM THAT MAY BE SUBSTANTIATED WHERE NO LAND IS TAKEN.

(*a*) Damages arising from vibration, noise, dust, smoke, during the construction of the line.

(*b*) Cost of taking down and rebuilding walls or fences rendered defective through sinkage or settlement.

(*c*) Interference with streams or water-courses.

(*d*) Deprivation of rights of way.

(*e*) Lowering of road upon which claimant's land may abut.

(*f*) Cutting off access to property by reason of embankment near it.

IV.—CLAIMS THAT UNDER ORDINARY CIRCUMSTANCES CANNOT BE SUBSTANTIATED.

(*a*) Damages arising from noise, smoke, or vibration after completion of railway.

(*b*) Loss of trade through houses in neighbourhood being pulled down.

(*c*) Damages arising from rebuilding of defective party-wall.

(*d*) Damages arising from subsidence and vibration after settlement of claim.

(*e*) Loss through interception of well-water.

(*f*) Injurious effects on hired shooting.

(*g*) Diminution of light or air over open lands.

(*h*) Temporary obstruction of light or air by hoarding.

(*i*) Injurious effects on water of public river.

V.—OCCUPIER'S INTERESTS.

The compensatory value of an occupier's interest in a holding will be governed by the nature of his tenure.

Lessees.—For tenants under lease, the Lands Clauses Consolidation Act, 1845, provides that "if any lands shall be comprised in a lease, for a term of years unexpired, part only of which lands shall be required for the purposes of the special Act, the rent payable in respect of the lands comprised in such lease shall be apportioned between the lands so required and the residue of such lands; and such apportionment may be settled by agreement between the lessor and lessee of such lands on the one part, and the promoters of the undertaking on the other part; and if such apportionment be not settled by agreement between the parties, such apportionment shall be settled by two justices; and after such apportionment the lessee of such lands shall, as to all future accruing rent, be liable only to so much of the rent as shall be so apportioned in respect of the lands not required for the purposes of the special Act; and as to the lands not so required, and as against the lessee, the lessor shall have all the same rights and remedies for the recovery of such portion of rent as previously to such apportionment he had for the recovery of the whole rent reserved by such lease; and all the covenants, conditions, and agreements of such lease, except as to the amount of rent to be paid, shall remain in force with regard to that part of the land which shall not be required for the purposes of the special Act, in the same manner as they would have done in case such part only of the land had been included in the lease.

"Every such lessee as last aforesaid shall be entitled to receive from the promoters of the undertaking compensation for the damage done to him in his tenancy by reason of the severance of the lands required from those not required, or otherwise by reason of the execution of the works." (Sections 119 and 120.)

Unless such interests be expressly reserved to the lessor, the lessee would therefore be entitled to claim for the following:—

(*a*) The customary tenant-right on the land required (see pp. 116—119, *ante*).
(*b*) Unexhausted improvements enumerated in Parts I., II., and III. of the First Schedule to the Agricultural Holdings Act, 1908, so far as they apply to the land taken.
(*c*) Compensation for compulsory sale.
(*d*) Severance damages enumerated on pp. 201, 202, *ante*, during the continuance of term.
(*e*) Consequential damages enumerated on p. 202, *ante*, during the continuance of term.

Yearly Tenants.—For occupiers having no greater interest in a holding than as yearly tenants, the Act provides that "if any such lands shall be in the possession of any person having no greater interest therein than as a tenant for a year or from year to year, and if such person be required to give up possession of any lands so occupied by him before the expiration of his term or interest therein, he shall be entitled to compensation for the value of his unexpired term or interest in such lands, and for any just allowance which ought to be made to him by an in-coming tenant, and for any loss or injury he may sustain; or if a part only of such lands be required, compensation for the damage done to him in his tenancy by severing the lands held by him, or otherwise injuriously affecting the same; and the amount of such compensation shall be determined by two justices, in case the parties differ about the same; and upon payment or tender of the amount of such compensation all such persons shall respectively deliver up to the promoters of the undertaking, or to the person appointed by them to take possession thereof, any such lands in their possession required for the purposes of the special Act." (8 Vict. c. 18, s. 121.)

A yearly tenant would thus be entitled to claim compensation under the same headings as those applicable to a holding under a lease, but his interest would, of course, be limited to the length of notice necessary to determine the tenancy. It has been decided, however (*ex parte Gosling*, 4 B. & A. 596), that the chances of a beneficial renewal of the term, and the question how far the improvements executed may give the tenant a better chance of having his term renewed on favourable terms, may be taken into consideration.

Occupier's interest injuriously affected where no land is taken.—In cases where no part of the lands occupied by a tenant, either under lease or from year to year, is taken by a railway company, but his interest in the land which he occupies is injuriously affected by the railway works, he is entitled to claim compensation, and to have it determined under section 68 before a jury or arbitrators if the claim exceed £50, as the case does not come within section 121 previously cited.

VI.—NOTICE TO TREAT.

Upon receipt of notice to treat, the particulars of claim should be prepared. These should comprise *all* the claimant's interest, including damages for the whole of the injuries likely to arise.

Before sending in his claim, however, the claimant will do well, having regard to the question of costs, to consider the mode of assessment that will best serve his interest, and to formulate his claim in accordance therewith.

It may also be necessary for him to ascertain what accommodation works the promoters are willing to provide, for although this question should not as a rule be mixed up with the claim for compensation, the amount of such claim may depend much upon the accommodation works to be provided.

If no arrangement can be made with the promoters in this respect, the claim will necessarily have to rest on the general provisions of the Act, which are as follows :—

"That the company are to make, and at all times maintain, for the accommodation of the owners and occupiers of lands adjoining the railway, such convenient gates, bridges, arches, culverts, and passages over, under, or by the sides of or leading to or from the railway as are necessary for the purpose of making good any interruptions caused by the railway to the use of the lands through which the railway is made.

"Also sufficient posts, rails, &c., or other fences, for separating the land taken for the use of the railway from the adjoining lands not taken, and protecting such lands from trespass, together with all necessary gates, made to open towards the adjoining lands.

"Also all necessary arches, tunnels, culverts, drains, or other passages either over or under or by the sides of the railway, of such dimensions as are sufficient at all times to convey the water as clearly from the lands lying near or affected by the railway, as before the making of the railway, or as nearly so as may be; and such works are to be made from time to time as the railway works proceed.

"Also proper watering places for cattle when necessary.

"Provided that the company are not required to make such accommodation works in such a manner as would prevent or obstruct the working or using of the railway, nor to make any accommodation works with respect to which the owners and occupiers of the lands have agreed to receive, and shall have been paid compensation instead of the making them." (Railways Clauses Act, 1845, 8 & 9 Vict. c. 20, s. 68.)

VII.—MODES OF ASSESSMENT.

The claimant may, under ordinary circumstances, adopt either of the following modes of procedure for the assessment of compensation :—

(1) By private agreement
(2) By arbitration.
(3) By jury.
(4) By justices, when claim does not exceed £50.

The chief advantages appertaining to a *private settlement* are that the trouble, anxiety, and costs that attend other modes of assessment are avoided, and the matter is often brought to a more speedy close.

In the case of a *jury*, the promoters are bound to pay the amount claimed, or to summon the jury within twenty-one days after the claimant has so notified his desire; the decision will probably be arrived at and the verdict given on the day of trial.

In an *arbitration* the whole process is usually more tardy, though the result, representing as it does the "view" of a skilled professional valuer, is more likely to be near the correct amount.

VIII.—Formulation of Claim.

If a private agreement is desired the claim will probably be formulated on a more reasonable basis than if either of the other modes of assessment is to be adopted, otherwise the chances of a settlement may be prejudiced.*

In preparing for a case to be contested, the claimant can never know what view may be taken, either by a jury or an umpire on each respective head of claim, and he will, therefore, put forward every possible ground on which loss may be sustained. Some of the items will probably be rejected and others highly estimated, quite contrary, it may be, to the anticipation of the claimant or his advisers.

The claimant will naturally look to his valuer for advice as to the mode of assessment to be followed, and in drafting a preliminary report for the private information of his client, and for the use of the solicitors in the preparation of the statement of claim, the valuer will, *inter alia*, deal in detail with the following items :—

---

* In a settlement by private agreement, the claimant's representative will be careful to provide that his own proper charges be paid by the promoters, otherwise such costs may have to be discharged by the claimant.

(1) The rental and capitalised values* of the land to be taken, together with the capital value of the timber and minerals, if the latter are to be included.
(2) The rate of percentage on assessed value for compulsory sale.†
(3) The effect wrought on the estate by the taking of such land.‡
(4) The severance and consequential damages.
(5) The sum which the claimant may reasonably expect to receive.
(6) The amount which should be claimed in respect of each item, under the mode of assessment recommended.

IX.—DETAILS OF CLAIM.

For the purpose of more clearly illustrating the practical bearing of the points referred to, we subjoin particulars that substantially represent an owner's claim recently formulated by the writer for private agreement, together with the form of schedule indicating the method of rendering such claim :—

---

* In the case of a holding actually let, the rental value will represent the apportioned rent that the tenant may fairly expect to be allowed in respect of the land taken.

† This rate is largely governed by the special circumstances in each case, but, generally speaking, the following percentages are usually considered sufficient, viz. :—House property, 10 per cent. ; Agricultural lands, when holdings are not materially affected, 10 to 15 per cent. ; Small Agricultural or Accommodation holdings seriously depreciated, from 15 to 25 per cent.

‡ The residential or sporting qualifications, or the amenities of the estate may be injuriously affected.

Value of Property.	£	£
35 a. 2 r. 0 p. of land, forming portions of 3 holdings, of the aggregate rental value of £105, and capital value of £90 per acre	3,195	
Growing timber on same . .	115	
Minerals (say)	50	
Total assessed value	3,360	
Compensation for compulsory sale at 15 per cent.	504	3,864
Compensation.		
Severance damages :—		
Reduction in rental value of farms through severance	1,450	
Reinstating water supply* in enclosures numbered.	50	
Rearranging drainage * in enclosures numbered	40	
Grubbing and rearranging fences between enclosures numbered	45	
Consequential damages :—		
Extra cost of insurance of buildings adjacent to line, capitalised at . .	25	
Residential and sporting qualifications of Estate injuriously affected, estimated at £50 per annum	1,500	3,110
Total amount of claim		6,974

* In addition to accommodation works agreed.

X.—METHOD OF RENDERING CLAIM.

THE WESTERN RAILWAY. SCHEDULE OF CLAIM, TO BE FILLED UP AND SIGNED BY OWNERS.

Names, Residences, and Descriptions of Parties Claiming.	Situation and Description of Property.	Nature of Interest, whether Freehold, Copyhold, or Leasehold. If Copyhold, what Quit Rents or Heriots payable; if Leasehold, Name of Landlord, Term of Lease, and Rent Reserved.	Names of Occupiers, Distinguishing whether Tenants-at-Will, or Under Lease, Rent Reserved, Term, &c.	Particulars of Claim specifying, separately, the amount claimed for Value of Property, and for Compensation.		Names of Persons having the custody of Documents, and Place or Places where the same may be inspected, and name of Claimant's Solicitor or Agent.
A—— B—— of Manor Hall, Wraysford, in the County of Middlesex, Esquire.	Parts of Home, Lodge, and Barn Farms, Wraysford, Middlesex, described in the notice to treat as containing 35 a. 2 r. 0 p., and numbered as on the Western (Additional Powers) Railway Act, 1898, and deposited plans and books of reference thereto, and referred to in the said Act as being within the limits of deviation.	Freehold in fee simple.	James Rose, yearly tenant of Home Farm, Wraysford (of which farm Nos. form part), from 29th September, 1892, at £240 per annum. John Scott, yearly tenant of Lodge Farm, Wraysford (of which farm Nos. form part), from 29th September, 1894, at £300 per annum. William Smith, lessee of Barn Farm, Wraysford (of which farm Nos. form part), for seven years from 29th September, 1896, at £500 per annum.	Value of land required, together with timber and minerals and usual percentage for compulsory sale . .	£ 3,864	Supplied by solicitors.
				Compensation for severance and consequential damages .	3,110	
				Total amount of claim .	6,974	

Name and Address of Claimant's Solicitors.

____

____

Name and Address of Claimant's Surveyor.

____

____

*Signature of Claimant*____________________

*Address*____________________

*Date*____________________

SECTION VIII.

MISCELLANEOUS TABLES AND NOTES.

PAGE
I. TABLES FOR CALCULATING CONTENTS OF UNSQUARED TIMBER . . . . 216—223
II. MEASUREMENT OF CATTLE FOR WEIGHT 224
III. PROPORTION OF LIVE TO DEAD WEIGHT OF STOCK 225
IV. TABLE SHOWING CONTENTS AND WEIGHT OF COPPERS 226
V. SPECIFIC GRAVITIES 227
VI. TABLE OF AREAS OF CIRCUMFERENCES OF CIRCLES 228
VII. TABLE OF AREAS OF DIAMETERS OF CIRCLES 229
VIII. MISCELLANEOUS NOTES 229
IX. MISCELLANEOUS WEIGHTS 230
X. APPLES 230
XI. TABLE OF LINEAR MEASURE 231
XII. TABLE OF SQUARE MEASURE . . 231
XIII. STAMPS AND TAXES . . . . . 232—235

I. TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length.																				Quarter Girt in Inches.
	6		7		8		9		10		11		12		13		14		15		
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
6	1	6	1	9	2	0	2	3	2	6	2	9	3	0	3	3	3	6	3	9	6
½	1	9	2	0	2	4	2	7	2	11	3	2	3	6	3	9	4	1	4	4	
7	2	0	2	4	2	8	3	0	3	4	3	8	4	1	4	5	4	9	5	1	7
½	2	4	2	8	3	1	3	6	3	10	4	3	4	8	5	0	5	5	5	10	
8	2	8	3	1	3	6	4	0	4	5	4	10	5	4	5	9	6	2	6	8	8
½	3	0	3	6	4	0	4	6	5	0	5	6	6	0	6	6	7	0	7	6	
9	3	4	3	11	4	6	5	0	5	7	6	2	6	9	7	3	7	10	8	5	9
½	3	9	4	4	5	0	5	7	6	3	6	10	7	6	8	1	8	9	9	4	
10	4	2	4	10	5	6	6	3	6	11	7	7	8	4	9	0	9	8	10	5	10
½	4	7	5	4	6	1	6	10	7	7	8	5	9	2	9	11	10	8	11	5	
11	5	0	5	10	6	8	7	6	8	4	9	2	10	1	10	11	11	9	12	7	11
½	5	6	6	5	7	4	8	3	9	2	10	1	11	0	11	11	12	10	13	9	
12	6	0	7	0	8	0	9	0	10	0	11	0	12	0	13	0	14	0	15	0	12
½	6	6	7	7	8	8	9	9	10	10	11	11	13	0	14	1	15	2	16	3	
13	7	0	8	2	9	4	10	6	11	8	12	10	14	1	15	3	16	5	17	7	13
½	7	7	8	10	10	1	11	4	12	7	13	11	15	2	16	5	17	8	18	11	

TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length.																				Quarter Girt in Inches.
	16		17		18		19		20		21		22		23		24		25		
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
6	4	0	4	3	4	6	4	9	5	0	5	3	5	6	5	9	6	0	6	3	**6**
½	4	8	4	11	5	3	5	6	5	10	6	1	6	5	6	8	7	0	7	3	
7	5	5	5	9	6	1	6	5	6	9	7	1	7	5	7	9	8	2	8	6	**7**
½	6	3	6	7	7	0	7	5	7	9	8	2	8	7	8	11	9	4	9	8	
8	7	1	7	6	8	0	8	5	8	10	9	4	9	9	10	2	10	8	11	1	**8**
½	8	0	8	6	9	0	9	6	10	0	10	6	11	0	11	6	12	0	12	6	
9	9	0	9	6	10	1	10	8	11	3	11	9	12	4	12	11	13	6	14	0	**9**
½	10	0	10	7	11	3	11	10	12	6	13	1	13	9	14	4	15	0	15	7	
10	11	1	11	9	12	6	13	2	13	10	14	7	15	3	15	11	16	8	17	4	**10**
½	12	3	13	0	13	9	14	6	15	3	16	0	16	10	17	7	18	4	19	1	
11	13	5	14	3	15	1	15	11	16	9	17	7	18	5	19	3	20	2	21	0	**11**
½	14	8	15	7	16	6	17	5	18	4	19	3	20	2	21	1	22	0	22	11	
12	16	0	17	0	18	0	19	0	20	0	21	0	22	0	23	0	24	0	25	0	**12**
½	17	4	18	5	19	6	20	7	21	8	22	9	23	10	24	11	26	0	27	1	
13	18	9	19	11	21	1	22	3	23	5	24	7	25	9	26	11	28	2	29	4	**13**
½	20	3	21	6	22	9	24	0	25	3	26	6	27	10	29	1	30	4	31	7	

TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length.																				Quarter Girt in Inches.
	6		7		8		9		10		11		12		13		14		15		
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
14	8	2	9	6	10	10	12	3	13	7	14	11	16	4	17	8	19	0	20	5	14
½	8	9	10	2	11	8	13	1	14	7	16	0	17	6	18	11	20	5	21	10	
15	9	4	10	11	12	6	14	0	15	7	17	2	18	9	20	3	21	10	23	5	15
½	10	0	11	8	13	4	15	0	16	8	18	4	20	0	21	8	23	4	25	0	
16	10	8	12	5	14	2	16	0	17	9	19	6	21	4	23	1	24	10	26	8	16
½	11	4	13	2	15	1	17	0	18	10	20	9	22	8	24	6	26	5	28	4	
17	12	0	14	0	16	0	18	0	20	0	22	0	24	1	26	1	28	1	30	1	17
½	12	9	14	10	17	0	19	1	21	3	23	4	25	6	27	7	29	9	31	10	
18	13	6	15	9	18	0	20	3	22	6	24	9	27	0	29	3	31	6	33	9	18
½	14	3	16	7	19	0	21	4	23	9	26	1	28	6	30	10	33	3	35	7	
19	15	0	17	6	20	0	22	6	25	0	27	6	30	1	32	7	35	1	37	7	19
½	15	10	18	5	21	1	23	9	26	4	29	0	31	8	34	3	36	11	39	7	
20	16	8	19	5	22	2	25	0	27	9	30	6	33	4	36	1	38	10	41	8	20
½	17	6	20	5	23	4	26	3	29	2	32	1	35	0	37	11	40	10	43	9	
21	18	4	21	5	24	6	27	6	30	7	33	8	36	9	39	9	42	10	45	11	21
½	19	3	22	5	25	8	28	10	32	1	35	3	38	6	41	8	44	11	48	1	

TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length.																				Quarter Girt in Inches.
	16		17		18		19		20		21		22		23		24		25		
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
14	21	9	23	1	24	6	25	10	27	2	28	7	29	11	31	3	32	8	34	0	**14**
½	23	4	24	9	26	3	27	8	29	2	30	7	32	1	33	6	35	0	36	5	
15	25	0	26	6	28	1	29	8	31	3	32	9	34	4	35	11	37	6	39	0	**15**
½	26	8	28	4	30	0	31	8	33	4	35	0	36	8	38	4	40	0	41	8	
16	28	5	30	2	32	0	33	9	35	6	37	4	39	1	40	10	42	8	44	5	**16**
½	30	3	32	1	34	0	35	11	37	9	39	8	41	7	43	5	45	4	47	2	
17	32	1	34	1	36	1	38	1	40	1	42	1	44	1	46	1	48	2	50	2	**17**
½	34	0	36	1	38	3	40	4	42	6	44	7	46	9	48	10	51	0	53	1	
18	36	0	38	3	40	6	42	9	45	0	47	3	49	6	51	9	54	0	56	3	**18**
½	38	0	40	4	42	9	45	1	47	6	49	10	52	3	54	7	57	0	59	4	
19	40	1	42	7	45	1	47	7	50	1	52	7	55	1	57	7	60	2	62	8	**19**
½	42	3	44	10	47	6	50	2	52	0	55	0	58	1	60	8	63	4	65	11	
20	44	5	47	2	50	0	52	9	55	6	58	4	61	1	63	10	66	8	69	5	**20**
½	46	8	49	7	52	6	55	5	58	4	61	3	64	2	67	1	70	0	72	11	
21	49	0	52	0	55	1	58	2	61	3	64	3	67	4	70	5	73	6	76	6	**21**
½	51	4	54	6	57	9	60	11	64	2	67	4	70	7	73	9	77	0	80	2	

TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length. 6		7		8		9		10		11		12		13		14		15		Quarter Girt in Inches.
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
22	20	2	23	6	26	10	30	3	33	7	36	11	40	4	43	8	47	0	50	5	**22**
½	21	1	24	7	28	1	31	7	35	1	38	8	42	2	45	8	49	2	52	8	
23	22	0	25	8	29	4	33	0	36	8	40	4	44	1	47	9	51	5	55	1	**23**
½	23	0	26	10	30	8	34	6	38	4	42	2	46	0	49	10	53	8	57	6	
24	24	0	28	0	32	0	36	0	40	0	44	0	48	0	52	0	56	0	60	0	**24**
½	25	0	29	2	33	4	37	6	41	8	45	10	50	0	54	2	58	4	62	6	
25	26	0	30	4	34	8	39	0	43	4	47	8	52	1	56	5	60	9	65	1	**25**
½	27	1	31	7	36	1	40	7	45	1	49	8	54	2	58	8	63	2	67	8	
26	28	2	32	10	37	6	42	3	46	11	51	7	56	4	61	0	65	8	70	5	**26**
½	29	3	34	1	39	0	43	10	48	9	53	7	58	6	63	4	68	3	73	1	
27	30	4	35	5	40	6	45	6	50	7	55	8	60	9	65	9	70	10	75	11	**27**
½	31	6	36	9	42	0	47	3	52	6	57	6	63	0	68	3	73	5	78	9	
28	32	8	38	1	43	6	49	0	54	5	59	10	65	4	70	9	76	2	81	8	**28**
½	33	10	39	5	45	1	50	9	56	4	62	0	67	8	73	3	78	11	84	7	
29	35	0	40	10	46	8	52	6	58	4	64	2	70	1	75	11	81	9	87	7	**29**
½	36	3	42	3	48	4	54	4	60	5	66	5	72	6	78	6	84	7	90	7	

TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length.																				Quarter Girt in Inches.
	16		17		18		19		20		21		22		23		24		25		
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
22	53	9	57	1	60	6	63	10	67	2	70	7	73	11	77	3	80	8	84	0	**22**
½	56	3	59	9	63	3	66	9	70	3	73	9	77	4	80	10	84	4	87	10	
23	58	9	62	5	66	1	69	9	73	5	77	1	80	9	84	5	88	2	91	10	**23**
½	61	4	65	2	69	0	72	10	76	8	80	6	84	4	88	2	92	0	95	10	
24	64	0	68	0	72	0	76	0	80	0	84	0	88	0	92	0	96	0	100	0	**24**
½	66	8	70	10	75	0	79	2	83	4	87	6	91	8	95	10	100	0	104	2	
25	69	5	73	9	78	1	82	5	86	9	91	1	95	5	99	9	104	2	108	6	**25**
½	72	3	76	9	81	3	85	9	90	3	94	9	99	4	103	10	108	4	112	10	
26	75	1	79	9	84	6	89	2	93	10	98	7	103	3	107	11	112	8	117	4	**26**
½	78	0	82	10	87	9	92	7	97	6	102	4	107	3	112	1	117	0	121	10	
27	81	0	86	0	91	1	96	2	101	3	106	3	111	4	116	5	121	6	126	6	**27**
½	84	0	89	3	94	6	99	9	105	0	110	3	115	6	120	9	126	0	131	3	
28	87	1	92	6	98	0	103	5	108	10	114	4	119	9	125	2	130	8	136	1	**28**
½	90	3	95	10	101	6	107	2	112	9	118	5	124	1	129	8	135	4	140	11	
29	93	5	99	3	105	1	110	11	116	9	122	7	128	5	134	3	140	2	146	0	**29**
½	96	8	102	8	108	9	114	9	120	10	126	10	132	11	138	11	145	0	151	0	

TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length.																				Quarter Girt in Inches.
	6		7		8		9		10		11		12		13		14		15		
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
30	37	6	43	9	50	0	56	3	62	6	68	9	75	0	81	3	87	6	93	9	30
½	38	9	45	2	51	8	58	1	64	7	71	0	77	6	83	11	90	5	96	10	
31	40	0	46	8	53	4	60	0	66	8	73	4	80	1	86	9	93	5	100	1	31
½	41	4	48	2	55	1	62	0	68	10	75	9	82	8	89	6	96	5	103	4	
32	42	8	49	9	56	10	64	0	71	1	78	2	85	4	92	5	99	6	106	8	32
½	44	0	51	4	58	8	66	0	73	4	80	8	88	0	95	4	102	8	110	0	
33	45	4	52	11	60	6	68	0	75	7	83	2	90	9	98	3	105	10	113	5	33
½	46	9	54	6	62	4	70	1	77	11	85	8	93	6	101	3	109	1	116	10	
34	48	2	56	2	64	2	72	3	80	3	88	3	96	4	104	4	112	4	120	5	34
½	49	7	57	10	66	1	74	4	82	7	90	11	99	2	107	5	115	8	123	11	
35	51	0	59	6	68	0	76	6	85	0	93	6	102	1	110	7	119	1	127	7	35
½	52	6	61	3	70	0	78	9	87	6	96	3	105	0	113	9	122	6	131	3	
36	54	0	63	0	72	0	81	0	90	0	99	0	108	0	117	0	126	0	135	0	36
½	55	6	64	9	74	0	83	3	92	6	101	9	111	0	120	3	129	6	138	9	

TABLES FOR CALCULATING THE CONTENTS OF UNSQUARED TIMBER.

Quarter Girt in Inches.	No. of Feet in Length.																				Quarter Girt in Inches.
	16		17		18		19		20		21		22		23		24		25		
	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	ft.	in.	
30	100	0	106	3	112	6	118	9	125	0	131	3	137	6	143	9	150	0	156	3	30
½	103	4	109	9	116	3	122	8	129	2	135	7	142	1	148	6	155	0	161	5	
31	106	9	113	5	120	1	126	9	133	5	140	1	146	9	153	5	160	2	166	10	31
½	110	3	117	1	124	0	130	11	137	9	144	8	151	7	158	5	165	4	172	2	
32	113	9	120	10	128	0	135	1	142	2	149	4	156	5	163	6	170	8	177	9	32
½	117	4	124	8	132	0	139	4	146	8	154	0	161	4	168	8	176	0	183	4	
33	121	0	128	6	136	1	143	8	151	3	158	9	166	4	173	11	181	6	189	0	33
½	124	8	132	5	140	3	148	0	155	10	163	7	171	5	179	2	187	0	194	9	
34	128	5	136	5	144	6	152	6	160	6	168	7	176	7	185	7	192	8	200	8	34
½	132	3	140	6	148	9	157	0	165	3	173	6	181	10	190	1	198	4	206	7	
35	136	1	144	7	153	1	161	7	170	1	178	7	187	1	195	7	204	2	212	8	35
½	140	0	148	9	157	6	166	3	175	0	183	9	192	6	201	3	210	0	218	9	
36	144	0	153	0	162	0	171	0	180	0	189	0	198	0	207	1	216	0	225	0	36
½	148	0	157	3	166	6	175	0	185	0	194	3	203	6	212	10	222	0	231	3	

II. MEASUREMENT OF CATTLE FOR WEIGHT.

The length of an animal is taken, in feet, from the square of the shoulder to the square of the buttock, and the girth immediately behind the shoulder.

Rule.—Multiply the square of the girth by 5 times the length, and dividing the product by 21, gives the net weight of the animal in imperial stones of 14 lbs., or by 30 for the weight in scores.

Example.—An animal girths 7 feet, and is 5½ feet in length.

7
7
49
ft.
Length 5½ × 5 = 27½
343
98
24½
21)1347½(64—2
126
87½
84

$$\frac{3\frac{1}{2}}{21}=\frac{1}{6}=2 \text{ lbs.}$$

or 3,0)134,7½

$$\frac{44—27\frac{1}{2}}{30}=18 \text{ lbs.}$$

This gives the weight of the animal—

stones.	lbs.		score.	lbs.
64	2	or	44	18

If very fat $\frac{1}{15}$ should be added to the weight so obtained; if not moderately fat $\frac{1}{15}$ should be deducted.

III. PROPORTION OF LIVE TO DEAD WEIGHT OF STOCK.

Well-bred and maturely fattened oxen, sheep, and calves, yield from 57 to 60 per cent. in carcase to fasted live weight. Exceptionally fat oxen or sheep may yield from 64 to 68 per cent.

Generally speaking, ordinarily fattened oxen, calves, and sheep yield 8 lbs. (butchers' stone) of dead weight, for every 14 lbs. (imperial stone) of fasting live weight, or 8 stones per cwt.

Moderately fat pigs killed for fresh pork, including head and feet, should yield about 80 to 82 per cent. of live weight; large well-fattened pigs sometimes yield as much as 86 per cent.

Although the weigh-bridge offers many advantages to the agriculturist, in assisting him to determine the weight of fat stock; yet the proportion of live to dead weight will, in a large measure, depend on the condition of the animal, and such condition will still remain a matter of judgment.

IV. TABLE SHOWING THE CONTENTS AND WEIGHT OF COPPERS.

Lag to Brim. Inches.	Contents. Gallons.	Weight. lbs.	Lag to Brim. Inches.	Contents. Gallons.	Weight. lbs.
21	10	15	42	86	129
22	12	18	44	93	139
23	14	20	45	100	150
24	16	24	46	109	164
25	18	27	47	118	177
26	20	31	48	126	189
27	23	35	49	136	202
29	26	40	50	144	216
30	30	45	51	154	224
31	33	50	52	168	234
32	37	55	53	175	244
33	41	61	54	185	254
34	45	68	55	188	264
36	50	75	56	190	274
37	55	82	57	195	286
38	65	90	58	200	296
39	68	99	59	210	309
40	72	108	60	220	320
41	78	117			

V. SPECIFIC GRAVITIES.

Water	1·
Sea water	1·027
Milk	1·030
Common earth	1·50
Sand	1·95
Clay	2·15
Lime unslaked	1·85
Limestone	2·66
Common stone	2·50
Chalk	2·75
Brick	1·40

	Green.	Dry.
Beech	1·05	·696
Ash	·905	·644
Oak	1·08	·708
Elm	·932	·550
Walnut	·995	·671

Cast iron	7·207
Wrought iron	7·788
Steel	7·820
Lead	11·388
Zinc	7·192

To find the weight of a body, its specific gravity being given.

Rule.—Multiply its specific gravity by 62·5 (the number of lbs. of water in a cubic foot, the specific gravity of which is 1·) and the product gives its weight per cubic foot in lbs. avoirdupois.

Example.—Required the weight of unslaked lime, the specific gravity of which is 1·85?

```
   1·85
   62·5
   ----
    925
   370
 1110
 ------
 115·625 = lbs. per cubic ft.
```

```
    115·6
       27
    -----
     8092
    2312
112)3121·2(27 cwt.        or
    224           ton. cwt. qrs. lbs.
    ---             1    7   3   13
     881           per cubic yard,
     784          subject to a de-
     ---         duction of 11 cwt.
      97            for stowage.
```

A deduction of ⅖ the weight, obtained as above, is allowed for the stowage of unslaked lime, coal, and similar substances.

VI. TABLE OF AREAS OF THE CIRCUMFERENCES OF CIRCLES.

Circumferences and Areas.					
Circumferences.	Areas.	Circumferences.	Areas.	Circumferences.	Areas.
30	71·622	50	198·950	70	389·942
31	76·476	51	206·987	71	401·162
32	81·489	52	215·184	72	412·542
33	86·762	53	223·540	73	424·081
34	91·994	54	232·055	74	435·780
35	97·485	55	240·729	75	447·637
36	103·135	56	249·562	76	459·654
37	108·945	57	258·555	77	471·829
38	114·913	58	267·707	78	484 164
39	121·041	59	277·018	79	496·398
40	127·328	60	286·488	80	509·312
41	133·774	61	296·117	81	522·124
42	140·379	62	305·905	82	535·095
43	147·143	63	315·853	83	548·226
44	154·066	64	325·959	84	561·516
45	161·149	65	336·225	85	574·965
46	168·371	66	346·650	86	588·573
47	175·792	67	357·234	87	602·341
48	183·352	68	367·977	88	616·267
49	191·071	69	378·880	89	630·353

VII. TABLE OF AREAS OF THE DIAMETERS OF CIRCLES.

Diameters and Areas.					
Diameters.	Areas.	Diameters.	Areas.	Diameters.	Areas.
1	·785	12	113·097	23	415·475
2	3·141	13	132·732	24	452·389
3	7·068	14	153·938	25	490·873
4	12·566	15	176·714	26	530·929
5	19·635	16	201·061	27	572·555
6	28·274	17	226·980	28	615·752
7	38·484	18	264·469	29	660·519
8	50·265	19	283·528	30	706·858
9	63·617	20	314·159	31	754·767
10	78·539	21	346·360	32	804·247
11	95·033	22	380·132	33	855·3

VIII. Miscellaneous Notes.

Diameter of circle × ·8862 = side of equal square.
Circumference × ·2821 = side of equal square.
Diameter squared × 0·7854 = area.
Circumference squared × 0·0796 = area.
The circumference is 3·1416 times the diameter.
2218·192 cubic inches = 1 imperial bushel.
277·463 ,, ,, = 1 gallon.
2815 ,, ,, = 1 bushel of coal, lime, &c.
A cubic foot of water at 40° = 6·242 gallons.

IX. Miscellaneous Weights.

	Cwt.		Number of cubic ft. per ton.
Average weight of a cubic yard of new hay .	1¼ to 1½	=	360
,, ,, ,, ,, mangel-wurzel	8½	=	63
,, ,, ,, ,, common turnips	7½	=	72
,, ,, ,, ,, swedes . .	8¼	=	65
,, ,, ,, ,, potatoes . .	8¼	=	65
,, ,, ,, ,, carrots . .	7½	=	72
,, ,, ,, ,, parsnips . .	7½	=	72
	lbs.		
,, ,, ,, ,, wheaten chaff .	46		
	cwt.		
,, ,, ,, ,, bituminous coal	13½	=	40

	bushels.		lbs.
Average contents of a cubic yard of charcoal .	20½	or	350
,, ,, ,, ,, ashes . .	16¾		
,, ,, ,, ,, corn . .	21		

	cwt.		
Burnt stone lime weighs . . .	16½	per cubic yard.	
,, chalk ,, ,, ...	13	,,	,,
Ordinary mould ,, ...	20	,,	,,

34 cubic feet of English oak timber (green) . . = 1 ton.
34 ,, ,, beech . . . ,, . . = 1 ,,
39 ,, ,, elm . . . ,, . . = 1 ,,
40 ,, ,, ash . . . ,, . . = 1 ,,

X. Apples.

7 bags of 120 lbs. each, or 10½ bushels of 80 lbs. each, make	1 hogshead of cider.
Picking, grinding, and pressing apples, cleaning casks, and racking cider	4s. per hogshead.

XI. TABLE OF LINEAR MEASURE.

Links.	Feet.	Yards.	Poles.	Chains.	Furlongs.	Mile.
25	16½	5½	1			
100	66	22	4	1		
1,000	660	220	40	10	1	
8,000	5,280	1,760	320	80	8	1

XII. TABLE OF SQUARE MEASURE.

Square links.	Square feet.	Square yards.	Square poles or perches.	Square chains.	Roods.	Acres.	Sq. mile.
625	272¼	30¼	1				
10,000	4,356	484	16	1			
25,000	10,890	1,210	40	2½	1		
100,000	43,560	4,840	160	10	4	1	
64,000,000	27,878,400	3,097,600	102,400	6,400	2,560	640	1

XIII. STAMPS AND TAXES.

	£	s.	d.
Agreement, or memorandum of agreement, under hand only, not otherwise charged	0	0	6
Appraisement or valuation of any estate or effects where the amount of the appraisement shall not exceed £5	0	0	3
Exceeding £5 and not exceeding £10	0	0	6
" £10 " £20	0	1	0
" £20 " £30	0	1	6
" £30 " £40	0	2	0
" £40 " £50	0	2	6
" £50 " £100	0	5	0
" £100 " £200	0	10	0
" £200 " £500	0	15	0
" £500 " £750	1	0	0
" £750 " £1,000	1	5	0
Over £1,000	1	15	0

AWARDS.—Under the Revenue Act, 1906, the uniform Stamp Duty of 10s. was made payable on all awards, instead of the *ad valorem* duty previously charged.

LEASES.—Lease of any lands or tenements, &c., or Agreement for letting the same, at yearly rent not exceeding £5, 1s. (For stamp duties on leases at rent exceeding £5 yearly, see next page.)

Note.—Every person who executes or prepares any instrument operating as a Lease (except letters or correspondence), which is not, at or before the execution thereof, duly stamped, incurs a fine of £5.

LEASES (*continued*).

Exceeding.	Not Exceeding.	Under 35 years.	Between 35 years and 100.	Exceeding 100 years.
£	£	£ s. d	£ s. d.	£ s. d.
5	10	0 2 0	0 12 0	1 4 0
10	15	0 3 0	0 18 0	1 16 0
15	20	0 4 0	1 4 0	2 8 0
20	25	0 5 0	1 10 0	3 0 0
25	50	0 10 0	3 0 0	6 0 0
50	75	0 15 0	4 10 0	9 0 0
75	100	1 0 0	6 0 0	12 0 0
100	For 50, or fractional part of 50	0 10 0	3 0 0	6 0 0

INCOME TAX.—*United Kingdom.*—Under the Finance Act, 1909—1910, the rate of income tax (including landlord's property tax) is fixed as from 6th April, 1909, at 1s. 2d. in the £; but those whose total incomes do not exceed £2000 can claim to be charged at 9d. upon earned income. Incomes not exceeding £160 are exempt, and in the case of Schedule B the tax is payable on *one-third only* of the annual value of the lands occupied, except those occupied as nurseries and market-gardens.

Schedule A is in respect of income from ownership of lands; Schedule B, in respect of income from occupation of farms; Schedule C, of dividends from Government funds; Schedule D, of profits from professions and trades; Schedule E, of income derived from public offices and corporate or quasi-corporate bodies. The maximum allowance for repairs, etc., is one-fourth of the annual value of agricultural land and one-third for buildings, on the average cost for the preceding five years.

As to incomes over £160, by the Finance Act, 1898 (61 & 62 Vict. c. 10), abatements are to be allowed of £160 on incomes not exceeding £400; of £150 on incomes between £400 and £500; of £120 on incomes between £500 and £600; and of £70 on incomes between £600 and £700: no abatement being allowed on incomes over £700.

By the same Act (s. 10), the landlord or immediate lessor of lands, houses, or buildings may apply to be assessed in respect thereof instead of the occupier; but such assessment, if so made, is to be without prejudice to the right of distraint, if necessary, as if the occupier were assessed; and if the occupier pay, he may deduct the amount out of rent.

Note.—The income of a married woman residing with her husband is deemed to be his income for Income Tax purposes (5 & 6 Vict. c. 35, s. 45), notwithstanding any settlement or the provisions of the Married Women's Property Act, 1882. But by the Finance Act, 1897, where the total joint income of a husband and wife does not exceed

£500, a wife may separate her claim for exemption or abatement from that of her husband on account of profits derived, by means of her own personal labour, from any profession, employment, or vocation under Schedule D, or from any office or employment under Schedule E.

LAND TAX.—By the provisions of the Finance Act, 1896 (59 & 60 Vict. c. 28, s. 31), the sum chargeable may not exceed the amount which would be produced by a rate of 1s. in the £ on the annual value of the property as assessed under Schedule A of the Income Tax Act, 1842; and if the assessment so made on a parish is insufficient to raise the amount of the parish quota, the difference is to be written off as irrecoverable.

Under the Finance Act, 1898, owners of property whose incomes do not exceed £160 are relieved of payment of land tax; while an allowance of one-half the tax is made to those whose incomes are more than £160, but do not exceed £400; but this relief must be claimed before payment of the tax.

APPENDIX.

THE AGRICULTURAL HOLDINGS ACT, 1908.

A Digest of its Provisions relating to the Assessment of Tenant-Right.

Object of Act.—The object of this Act was "to consolidate the enactments relating to agricultural holdings in England and Wales." In its present shape the measure welds into consecutive and intelligible form the Agricultural Holdings Acts, 1883, 1900, and 1906, together with several other enactments relating to agricultural tenancies, omitting what has been superseded, and presenting the general law on the subject as it now exists. At the same time, it is well to bear in mind that the law relating to allotments, small holdings, and cottage gardens does not come within the scope of the Act.

Holdings to which Act applies.—The Act applies to all holdings which are "either wholly agricultural or wholly pastoral, or in part agricultural and as to the residue pastoral, or in whole or in part cultivated as a market garden." But the statute does not apply to any holding let to the tenant during his continuance in any office, appointment, or employment held under the landlord.

The provisions of the Market Gardeners' Compensation Act, 1895, are incorporated in and form part of the Agricultural Holdings Act, 1908. The term "market garden" is defined as a holding, or that part of a holding which is cultivated wholly or mainly for the purpose of the trade or business of market gardening. If, however, a holding is to be let or treated as a market garden, the parties must so agree in writing.

Commencement.—The Act came into operation on the first day of January, 1909.

Tenancies.—From the interpretations given to the terms "contract of tenancy" and "tenant," it would appear that the Act applies to a letting of land for a term of years, for lives, or for lives and years, or from year to year; while the holder of the land includes the executors, administrators, assigns, trustee in bankruptcy, or other person deriving title from a tenant.

Compulsory Nature of Act.—The Act is compulsory in regard to providing compensation for improvements, damages by game, unreasonable disturbance, and freedom of cropping, and all contracts, agreements, or covenants whereby a tenant deprives himself of his right to claim compensation under the Act, are rendered void so far as they deprive him of such right. At the same time facilities are given for contracting out of the Act, provided that fair and reasonable compensation is secured to the tenant under his tenancy agreement, or otherwise, in substitution for that obtainable under the Act.

Interests affected.—The Agricultural Holdings Acts were ostensibly passed in the interests of tenants, and, in the consolidated form of the 1908 enactment, provide, *inter alia*, for the undermentioned matters—

(*a*) The Act gives agricultural tenants compensation for certain specified improvements, as well as for damages by game and unreasonable disturbance;

(*b*) It gives to such tenants the property in fixtures, subject to the landlord's option of purchase;

(*c*) It gives to such tenants the right of practicing any system of cropping and of disposing of the produce, subject to provision being made to protect the holding from injury or deterioration;

(*d*) It secures to such tenants compensation for tenant-right when a mortgagee takes possession;

(*e*) It converts into a year's notice the half-year's notice impliedly required by law, in case of an implied tenancy from year to year; and (*f*) It allows the landlord to resume possession of a part of a holding let under yearly tenancy, by a partial notice to quit, where required for making certain specified improvements.

Assessment of Compensation.—The principal provisions of the Act that are directly connected with the subject of this treatise may be briefly considered under the following headings :—

(1) Assessment of the tenant's interest in improvements or other matters in respect of which compensation may be claimed.

(2) Assessment of the landlord's compensation for waste, breaches of covenant, etc.

(3) Methods of procedure to obtain compensation.

(1) ASSESSMENT OF THE TENANT'S INTEREST IN IMPROVEMENTS OR OTHER MATTERS IN RESPECT OF WHICH COMPENSATION MAY BE CLAIMED.

Where a tenant has made on his holding any improvement comprised in the First Schedule to the Act, he is entitled, at the determination of his tenancy, on quitting his holding (provided the prescribed notices have been given) to obtain from the landlord, as compensation for the improvement, such sum as fairly represents its value to an incoming tenant. In ascertaining the amount to be paid there must be taken into account, (1) any benefit which the landlord has given or allowed to the tenant on executing the improvement; and (2) as regards manuring, the value of the manure required by the contract of tenancy, or by custom, to be returned to the holding, in respect of any crops sold off or removed within the last two years, or other less time for which the tenancy has endured, and not exceeding the value of the manure which would have been produced from the crops so removed had they been consumed on the holding (section 1). Nothing in this section is to prejudice the right of the tenant to claim any compensation to which he may be entitled under custom, agreement, or otherwise, in lieu of any compensation provided under the Act.

The First Schedule is divided into three parts and classifies the improvements as follows—

Part I.—Improvements of a Substantial or Permanent Value.

Compensation in respect of these improvements can only be obtained if the landlord, or his duly authorised agent, has previously consented in writing to such improvements being executed. This consent may be given unconditionally, or upon such terms as to compensation, or otherwise, as may be agreed between the parties.

Part II.—Improvements of a Durable Character.

This section is confined to drainage, in respect of which no compensation will be payable unless the tenant has given his landlord not more than three, nor less than two, months' notice of his intention to execute such improvement. Thereupon the landlord may elect to carry out the work himself, in which case he may charge the tenant interest not exceeding five per cent. per annum, on the outlay incurred, or not exceeding such annual sum as would repay the outlay in twenty-five years with three per cent. interest. Or the parties may agree on the terms, as to compensation or otherwise, on which the improvement is to be executed. In the event of the parties failing to agree, or if the landlord fails to carry out his undertaking to execute the improvement, the tenant may do the work himself, and will be entitled to compensation under the provisions of the Act.

Part III.—Soil Improvements and Repairs to Buildings.

An agricultural tenant is entitled to compensation in respect of this third class of improvements (except repairs to buildings) without first having obtained the consent of, or given notice to, the landlord. It is, however, open to the parties to make an agreement in writing whereby fair and reasonable compensation is secured to the tenant for any such improvement, having regard to the circumstances existing at the time of making the agreement. In this event the compensation determined by the agreement shall be deemed to be substituted for compensation under the Act.

In regard to the right to claim compensation for repairs to buildings which are necessary for the proper working of the holding, the tenant must give the landlord notice in writing of his intention to execute repairs, of which particulars must be given, and may not carry out the work unless the landlord fails to do what is necessary within a reasonable time after receiving the notice.

The right to compensation in respect of the improvements comprised in the First Schedule only arises on the tenant quitting his holding at the determination of a tenancy, and is dependent on the tenant giving notice to his landlord, before the determination of the tenancy, of his intention to make a claim. If he neglect to give this notice, or give it after the determination of the tenancy, his claim to compensation under the Act is lost. Where, however, the claim relates to an improvement executed after the determination of the tenancy, but while the tenant lawfully remains in occupation of part of the holding, the claim may be made at any time before the tenant quits that part (section 6, sub-section 2).

Where an incoming tenant has, with the written consent of the landlord, paid on entry to an outgoing tenant any compensation payable in pursuance of this Act, such incoming tenant will be entitled on quitting the holding to claim compensation in like manner, as the original outgoing tenant would have been entitled to if he had remained in the holding and quitted at the time which the incoming tenant quits it.

Game Damages.—In addition to the improvements comprised in the First Schedule to the Act a tenant—who has not himself the right of shooting over his holding—is entitled to claim compensation for damage done to his crops by game. In such case he must in the first place give notice in writing to the landlord as soon as may be after the damage was first observed, and subsequently give a further notice with particulars of the claim, within one month after the expiration of the calendar year in respect of which the claim is made.

Unreasonable Disturbance.—Another feature introduced by the Act of 1906 is the right of a tenant to compensation for unreasonable disturbance. Section 11 provides that if a landlord without good and sufficient cause, and for reasons inconsistent with good estate management terminates a tenancy by notice to quit; or refuses to grant a renewal of a tenancy, if so requested at least one year before the expiration thereof;

or if a tenant quits his holding in consequence of a demand by the landlord for an increased rent due to improvements effected by the tenant, then in either of such events the tenant will be entitled to compensation from the landlord for any loss or expense unavoidably incurred in connection with the sale or removal of his live and dead farming stock, and also of his household furniture and effects.

To substantiate such a claim the tenant must, (1) among other matters, give his landlord a reasonable opportunity of making a valuation of the farming stock and other effects in respect of which the tenant claims compensation; (2) give notice in writing to his landlord of his intention to claim compensation within two months after he has received notice to quit, or a refusal to grant a renewal of the tenancy; (3) make his claim for compensation within three months after quitting the holding.

Mortgaged Holdings.—Section 12 provides compensation for tenants holding under a contract of tenancy with a mortgagor which is not binding on the mortgagee in the event of the mortgagee taking possession, and is a re-enactment of section 2 of the Tenants' Compensation Act, 1890.

Fixtures.—Under section 21, a tenant may remove a fixture, machinery, or building erected or affixed by him after January 1st, 1884, and a fixture or building acquired by him after December 31st, 1900, and for which he would not be entitled to compensation under this Act or otherwise. Before doing so, however, he must give a month's notice in writing of his intention to remove it. The landlord may then elect to purchase the fixture, and if the parties cannot agree as to its value, the matter will be settled by arbitration in the same manner as other items of compensation.

(2) ASSESSMENT OF THE LANDLORD'S COMPENSATION FOR WASTE, BREACHES OF COVENANT, ETC.

Under section 1 the landlord is entitled to claim, as a set-off against any compensation payable to a tenant, any benefit which the landlord has given or allowed in consideration of the tenant executing the improvement, and for the value of the manure required to be returned to the holding in respect of any crops sold off within the last two years of the tenancy.

Section 26 provides that a tenant shall return to the holding the full equivalent manurial value of all crops sold off or removed in contravention of the custom, contract, or agreement; while the landlord shall be entitled to recover damages in respect of any injury or deterioration of the holding at any time, or to obtain an injunction restraining the exercise of such rights.

Under section 6 it is provided that a landlord may make a counter-claim against the tenant in respect of any waste, breach of covenant, or otherwise, and, if he thinks fit, by written notice, require that the arbitration shall extend to the determination of his counter-claim. This provision, however, is not compulsory, and it appears, therefore, that the landlord is not debarred from making a claim against the tenant at any time after the determination of the tenancy.

(3) METHODS OF PROCEDURE TO OBTAIN COMPENSATION.

Notices.—The first step for a quitting tenant to take in order to obtain compensation for any of the improvements mentioned in the First Schedule to the Act is to give notice (preferably in writing) to the landlord, before the determination of the tenancy, of his intention to claim such compensation. If, however, the tenant executes any of the scheduled improvements on a part of the holding of which he lawfully remains in occupation after the determination of the tenancy of the major portion, he may give notice of claim in respect of such additional improvements at any time before he quits that part.

Preparation of Claim.—Notice of intention to claim having been given, the next step is for the tenant to deliver particulars of his claim, and these should be prepared by a competent valuer, who, if appointed to act on behalf of the tenant, will be able to agree the selection and appointment of the arbitrator, and, as a witness, to substantiate the various items of claim before him, if a settlement cannot otherwise be arranged.

Appointment of Tenant's Valuer.—In this connection it should be borne in mind that under the 1908 Act tenant-right valuers become agents simply for their respective principals, unless properly appointed. It is necessary that such appointment should be *in writing*, otherwise a valuer cannot legally nominate an arbitrator by an appointment which will be binding on his principal. (For suggested form of appointment, see p. 302.)

The tenant's notice of intention to claim compensation may also contain particulars of his claim, as suggested in the form given on p. 141, *ante*. The claimant will, however, be bound by the amount of his claim, as the arbitrator cannot award him a larger sum (*Wharton* v. *Wilson*).

Appointment of Landlord's Valuer.—The landlord having received particulars of the tenant's claim may then appoint a valuer to investigate the same, and prepare particulars of any counterclaim in respect of dilapidations, waste, wrongful cropping, removal of produce, or other breaches of covenant. In practice, the particulars of the landlord's counter-claim are then generally served on the tenant, or his valuer, and the two parties then endeavour to arrive at a settlement. If they fail to agree as to the amount, time, and mode of payment, the Act specifically provides that the matter of the tenant's claim must be referred to the decision of a single arbitrator, and all questions referred shall be determined, notwithstanding any agreement under the contract of tenancy, or otherwise providing for a different method of arbitration, in accordance with the rules of arbitration set out in the Second Schedule to the Act. If the parties are unable to agree upon an arbitrator, he will be nominated by the Board of Agriculture upon the application of either party.

Arbitration.—If the tenant's claim includes items that are not specifically mentioned in the Act, or if the landlord wishes for the arbitration to extend to his counter-claim, either party claiming may, by notice in writing given to the other party not later than seven days after the appointment of the arbitrator, require that the arbitration shall extend to the determination of this other portion of the claim, or counter-claim, and the provisions of the Act with respect to arbitration shall apply accordingly.

Under the 1883 Act the landlord's counter-claim could only be taken into account "in reduction of" the amount of the compensation payable to the tenant, and this provision was construed in the case of *Holmes* v. *Formby* to mean that the amount payable by the tenant to the landlord in respect of a counter-claim could not exceed that awarded to the tenant. In the 1908 Act the clause has been altered by omitting the words "in reduction of," and thus both parties are placed on an equal footing.

The arbitrator, after having considered the matters referred, should make and deliver his award within twenty-eight days after his appointment, or within such longer period as the Board of Agriculture may direct.

The award must be in writing and signed by the arbitrator, and shall, on the application of either party, specify the amount awarded in respect of any particular improvement or matter the subject of the award, and the award shall fix a day, not sooner than one month nor later than two months after the delivery of the award, for the payment of the money awarded for compensation, costs, or otherwise, and shall be in such form as may be prescribed by the Board of Agriculture. (For form of award, see p. 295.)

The Arbitration Act, 1889, does not apply to any arbitration of agricultural tenant-right.

Other matters of detail, such as the time given to the landlord, on paying compensation, to obtain a charge on the holding, and the rules of procedure, can be ascertained by reference to the Act, the text of which, for the sake of convenience, is given hereafter, together with various suggestive notes directing attention to those points that, judging from the writer's own experience in the assessment of agricultural tenant-right, are likely to call for the special consideration of valuers in the practical application of the Act.

AGRICULTURAL HOLDINGS ACT, 1908.

[8 Edw. 7, c. 28.]

(WITH NOTES THEREON.)

8 Edw. 7, c. 28.

ARRANGEMENT OF SECTIONS.

Compensation for Improvements on Holdings.

SECTION.

1. Right of tenant to compensation for improvements.
2. Consent of landlord as to improvement in First Schedule, Part I.
3. Notice to landlord as to improvement in First Schedule, Part II.
4. Agreements as to improvement in First Schedule, Part III.
5. Avoidance of contract inconsistent with Act.
6. Determination of claims to compensation.
7. Right of tenant who has paid compensation to outgoing tenant.
8. Provision as to change of tenancy.
9. Restriction in respect of improvements by tenant about to quit.

Compensation for Damage by Game and for Disturbance.

10. Compensation for damage by game.
11. Compensation for unreasonable disturbance.

Compensation in case of Tenancy under Mortgagor.

12. Compensation to tenants when mortgagee takes possession.

Procedure in Arbitrations.

13. Procedure in arbitrations.
14. Recovery of compensation and other sums due.

8 Edw. 7, c. 28.

SECTION.

Charge on Holding for Compensation.

15. Power for landlord on paying compensation to obtain charge.
16. Incidence of charge.
17. Advance made by a company.
18. Certificate as to charges.
19. Registration of charges.

Capital Money applicable for Compensation.

20. Capital money applicable for compensation.

Fixtures and Buildings.

21. Tenant's property in fixtures and buildings.

Miscellaneous Rights of Landlord and Tenant.

22. Time of notice to quit.
23. Resumption of possession for cottages, etc.
24. Power of entry by landlord.
25. Penal rents and liquidated damages.
26. Freedom of cropping and disposal of produce.
27. Record of holding.

Distress.

28. Limitation of distress in respect of amount and time.
29. Limitation of distress in respect of things to be distrained.
30. Remedy for wrongful distress.
31. Set-off of compensation against rent.

Persons under Disability, Trustees, etc.

32. Appointment of guardian.
33. Provisions respecting married women.
34. Provision as to limited owners.
35. Recovery of compensation, etc., from trustee.
36. Estimation of best rent.

Crown and Duchy Lands.

37. Application to Crown lands.
38. Application to land of Duchy of Lancaster.
39. Application to land of Duchy of Cornwall.

Ecclesiastical and Charity Lands.

40. Application to ecclesiastical land.
41. Application to charity land.

SECTION. *Special Provisions as to Market Gardens.*
42. Special provisions as to market gardens.

Supplemental Provisions.
43. Exclusion of certiorari.
44. Costs in county court.
45. Service of notice, etc.
46. General saving of rights.
47. Improvements executed under repealed enactments.
48. Interpretation.
49. Repeal.
50. Commencement.
51. Short title and extent.
SCHEDULES.

CHAPTER 28.

AN Act to consolidate the Enactments relating to Agricultural Holdings in England and Wales. [1st August, 1908.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

Compensation for Improvements on Holdings.

Right of tenant to compensation for improvements.

1. (1.) Where a tenant of a holding has made thereon any improvement comprised in the First Schedule to this Act he shall, subject as in this Act mentioned, be entitled, at the determination of a tenancy, on quitting his holding to obtain from the landlord as compensation under this Act for the improvement such sum as fairly represents the value of the improvement to an incoming tenant.

(2.) In the ascertainment of the amount of the compensation payable to a tenant under this section there shall be taken into account—

(*a*) any benefit which the landlord has given or allowed to the tenant in consideration of the tenant executing the improvement; and

(*b*) as respects manuring as defined by this Act, the value of the manure required by the contract of tenancy or by custom to be returned to the holding in respect of any crops sold off or removed from the holding within the last two years of the tenancy or other less time for which the tenancy has endured, not exceeding the value of the manure which would have been produced by the consumption on the holding of the crops so sold off or removed.

8 Edw. 7, c. 28. (3.) Nothing in this section shall prejudice the right of a tenant to claim any compensation to which he may be entitled under custom, agreement, or otherwise, in lieu of any compensation provided by this section.

This section provides that a tenant shall be entitled, on quitting his holding, to compensation from his landlord for improvements comprised in the First Schedule. A sitting tenant is not, therefore, entitled to a settlement of any claim he may have for improvements; but mere changes in the terms of a tenancy, not resulting in actual quitting, are not to prejudice the tenant in his claim for compensation when he actually quits (section 8).

The amount of compensation is to be estimated on the basis of the value of the improvements to an incoming tenant. In practice, however, this value is often assessed on a proportion of the cost of the improvements. There is no reason, of course, why the recognised scales of proportionate cost should not be applied in such a way as to yield results in accordance with the principle of value laid down in the Act. It is understood that such scales have a certain degree of elasticity, in order that valuers may be able to appreciate an improvement when judiciously executed, or to make a proportionate deduction when it has been carried out in a less satisfactory manner. The same remarks apply to the consumption of feeding stuffs, and the making and preservation of manure arising therefrom. Where the manure has been made under cover and carefully preserved afterwards, the rate of allowance would be proportionately higher than when the manure had been made in an open yard, and no efforts expended on the preservation of its soluble constituents.

In addition to the management and disposal of the manure, the question as to what classes of cattle have been fed will also call for consideration, as the unexhausted manurial value will be greater if fattening increase only is produced than if the feeding stuffs have been applied to the rearing or feeding of store animals. A further modification of the scale will be required in the case of foods used for the production of milk, as such produce removes a much larger percentage of the manurial constituents of the foods than increase in live weight of any kind. (See Tables on pp. 144 and 150, *ante.*)

Claims generally comprise foods consumed by each of the classes of stock referred to, though in different proportions. Under these circumstances it is impossible—either by the use of the tables of residual manurial values of feeding stuffs, or by the scales applicable to cost formulated by Associations of Valuers—to determine with scientific accuracy the money-value of the improvement arising from the consumption of feeding stuffs. Which ever principle of assessment may be adopted, the special circumstances of each case will require to be carefully considered, and the allowances adjusted in accordance therewith, so far as existing knowledge will permit.

For the practical difference between the application of recognised scales of allowances on the basis of cost, and the compensation values of feeding stuffs according to the tables of their residual manurial constituents, the reader is referred to Section III. of this work (pp. 143–150).

Sub-section 2 provides than any benefit conferred upon the tenant by the landlord in consideration of improvements being executed by the former, or the value of manure that would have been produced if hay, straw, roots, or green crops, sold off or removed from the holding, had been consumed upon it, shall be taken into account in the assessment of the tenant's claim. Under the Act of 1883 such items were to be taken "in reduction of" the amount of compensation payable to the tenant, and were thus limited to the amount of such compensation. That limit has now been removed, and the landlord may be awarded a sum in excess of the compensation found payable to the tenant. It will be observed, however, from reading this sub-section with section 26 that the landlord's counter-claim for crops sold off or removed from the holding in contravention of the custom, contract, or agreement, is limited to the value of the manure which would have been produced by the consumption of such crops upon the holding. Under these conditions it will, in many cases, be to the tenant's interest to sell at market price, or remove the hay, straw, roots, or green crops of the last year's growth, and allow for their manurial value.

The third sub-section is an important one, as it declares that nothing in this section shall prejudice the right of a tenant to claim compensation under custom, agreement, or otherwise, in lieu of the compensation provided by the Act.

Under the Act of 1883, section 57 (now repealed) provided that compensation under the Act should be exclusive, thus precluding the tenant from claiming otherwise than under the Act in respect of improvements to which it applied. Although the tenant will thus have the right to claim compensation under custom for improvements scheduled in the 1908 Act, if unable to agree with his landlord concerning the amount, the difference will have to be settled by arbitration, in accordance with the provisions of the Act (section 6 (1.)).

8 Edw. 7, c. 28.

Consent of landlord as to improvement in First Schedule, Part I.

2. Compensation under this Act shall not be payable in respect of any improvement comprised in Part I. of the First Schedule hereto, unless the landlord of the holding has, previously to the execution of the improvement, consented in writing to the making of the improvement, and any such consent may be given by the landlord unconditionally, or upon such terms as to compensation or otherwise as may be agreed upon between the landlord and the tenant, and, if any such

8 Edw. 7, c. 28.

agreement is made, any compensation payable under the agreement shall be substituted for compensation under this Act,

Notice to landlord as to improvement in First Schedule, Part II.

3. (1.) Compensation under this Act shall not be payable in respect of any improvement comprised in Part II. of the First Schedule hereto, unless the tenant of the holding has, not more than three nor less than two months before beginning to execute the improvement, given to the landlord notice in writing of his intention so to do, and of the manner in which he proposes to do the intended work, and, upon such notice being given, the landlord and the tenant may agree on the terms as to compensation or otherwise on which the improvement is to be executed.

(2.) If any such agreement is made, any compensation payable under the agreement shall be substituted for compensation under this Act.

(3.) In default of any such agreement the landlord may, unless the notice of the tenant is previously withdrawn, execute the improvement in any reasonable and proper manner which he thinks fit, and recover from the tenant as rent a sum not exceeding five per cent. per annum on the outlay incurred, or not exceeding such annual sum payable for a period of twenty-five years as will repay that outlay in that period, with interest at the rate of three per cent. per annum:

Provided that, if the landlord fails to execute the improvement within a reasonable time, the tenant may execute the improvement, and shall in respect thereof be entitled to compensation under this Act.

(4.) The landlord and the tenant may by the contract of tenancy or otherwise agree to dispense with any notice under this section, and any such agreement may provide for anything for which an agreement after notice under this section may provide, and in such case shall be of the same validity and effect as such last-mentioned agreement.

Agreements as to improvement in First Schedule, Part III.

4. Where any agreement in writing secures to the tenant of a holding for any improvement comprised in Part III. of the First Schedule hereto, fair and reasonable compensation, having regard to the circumstances existing at the time of making the agreement, the compensation so secured shall as respects that improvement be substituted for compensation under this Act.

Avoidance of contract inconsistent with Act.

5. Subject to the foregoing provisions of this Act, any contract (whether under seal or not) made by a tenant of a holding, by virtue of which he is deprived of his right to claim compensation under this Act in respect of any improvement comprised in the First Schedule hereto, shall be void so far as it deprives him of that right.

Sections 2—5 make provision as to what improvements require the consent of the landlord, notice to the landlord, or that may be executed without notice or consent.

Section 4 provides that the landlord and tenant may exclude the Act, as to the improvements in Part III. of the First Schedule, by a particular agreement in writing providing "fair and reasonable compensation." In considering what constitutes such fair and reasonable compensation as would meet the requirements of the Act regard is to be had to the "circumstances existing at the time of making such agreement." The Act does not provide any way of ascertaining whether compensation by agreement is "fair and reasonable," but in those counties where the custom provides specific compensation, or where it is determined by the scales of allowances adopted by local valuers, such compensation will probably be held to be fair and reasonable.

In the case of a recent (1910) arbitration under the Act in Ayrshire, the tenant contended that the schedule appended to his lease did not provide fair and reasonable compensation, inasmuch as, although it provided compensation for lime, bone, and farmyard manures, as well as for feeding cakes, it did not allow compensation for phosphates other than from bones, for potash in any form, or for the consumption of bean meal, or Indian corn or meal. The arbitrator, the Rev. Dr. Gillespie, after hearing parties on the question, decided that in his judgment the schedule in the lease did not provide fair and reasonable compensation, and on the strength of this decision the parties agreed to a compromise in the presence of the arbitrator, and which was subsequently embodied in his award.

8 Edw. 7, c. 28.

Determination of claims to compensation.

6. (1.) If the tenant of a holding claims to be entitled to compensation, whether under this Act, or under custom or agreement, or otherwise, in respect of any improvement comprised in the First Schedule to this Act, and if the landlord and tenant fail to agree as to the amount and time and mode of payment of the compensation, the difference shall be settled by arbitration.

(2.) A claim by the tenant of a holding for compensation under this Act in respect of any improvement comprised in the First Schedule to this Act shall not be made unless notice of intention to make the claim has been given before the determination of the tenancy :

Provided that, where the claim relates to an improvement executed after the determination of the tenancy but while the tenant lawfully remains in occupation of part of the holding, the notice may be given at any time before the tenant quits that part.

(3.) Where any claim by a tenant of a holding for compensation in respect of any improvement comprised in the First Schedule to this Act is referred to arbitration, and any sum is claimed to be due to the tenant from the landlord in respect of any breach of contract or otherwise in respect of the holding, or to the landlord from the tenant in respect of any waste wrongfully committed or permitted by the tenant, or in respect of breach of contract or otherwise in respect of the holding, the party claiming that sum may, if he thinks fit, by notice in writing given to the other party not later than seven days after the appointment of the arbitrator, require that the arbitration shall extend to the determination of the claim to that sum, and thereupon the provisions of this Act with respect to arbitration shall apply accordingly.

(4.) Where a claim for compensation under this Act has been referred to arbitration, and the compensation payable under an agreement is by this Act to be substituted for compensation under this Act, such compensation as is to be so substituted shall be awarded in respect of any improvements provided for by the agreement.

This section, together with sections 13 and 14, gives the general principles of procedure in the settlement of claims. It will be observed that while the procedure laid down in section 6 has been extended to any claims relating to any improvement comprised in the First Schedule to the Act, whether made under the Act, or under custom, or agreement, no specific provision is made for other matters of tenant-right. Section 13, however, appears to cover the point, for it provides that *all questions* which under this Act, or under the contract of tenancy, are referred to arbitration, shall be determined by a single arbitrator in accordance with the provisions set out in the Second Schedule to this Act.

An umpire appointed by two valuers would, therefore, have no jurisdiction to deal with questions of compensation arising under the Act, or under any contract of tenancy, custom, or agreement. For disputed claims of this kind the provisions of section 13, and the rules of arbitration in the Second Schedule, must be followed.

The difference between a valuation and an arbitration was well pointed out by the late Lord Esher in the case of *In re Dawdy*. He said, "The word arbitration . . . has been construed as meaning an arbitration to be conducted according to judicial rules, where the person who is appointed arbitrator is bound to hear the parties, to hear evidence if they desire it, and to determine judicially between them. He must have a matter before him which he is to consider judicially. As a consequence of this, it has been held that if a man is, on account of his skill in such matters, appointed to make a valuation, in such a manner that in making it he may, in accordance with the appointment, decide solely by the use of his eyes, his knowledge, and his skill, he is not acting judicially; he is using the skill of a valuer, not of a judge. In the same way, if two persons are appointed for a similar purpose, they are not arbitrators, but only valuers. They have to determine the matter by using solely their eyes, and knowledge, and skill." The distinction drawn is thus between a valuation where a man uses his eyes, knowledge, and skill only, and an arbitration where evidence is heard and the matter is determined judicially. A valuer is liable to an action for negligence, but an arbitrator is not.

A valuation is an appraisement, and should bear an *ad valorem* stamp; while an arbitrator's decision forms an award, and should bear a ten-shilling stamp, whatever may be the amount (see Stamp Duties, p. 232).

Sub-section 2 provides that a claim by a tenant for compensation in respect of any improvement comprised in the First Schedule "shall not be made unless notice of intention to make the claim has been given before the determination of the tenancy." If, therefore, a tenant fails to give notice before the determination of his tenancy, he cannot claim under the Act, and must in such case make the best he can of any agreement or custom.

Where the whole of a farm is given up at one time, no doubt will arise as to the date that the determination of tenancy takes place, but where parts of the holding are given up at different periods, some confusion may arise in regard to this point. In such case, the tenant's right to claim compensation on the determination of the tenancy is limited to such improvements as may be carried out on that part of the holding which lawfully remains in his occupation after he has quitted the major portion.

In connection with sub-section 3 it may be pointed out that at common law it is not considered waste to leave land uncultivated, or to carry off straw and manure from the land (*Johnson* v. *Goldswaine*). The most common acts of commissive waste in relation to acts of husbandry are ploughing or breaking up ancient meadows, sowing land with mustard seed or other pernicious crop, cutting timber trees, opening gravel, clay or stone pits, and pulling down buildings.

8 Edw. 7, c. 28.

Right of tenant who has paid compensation to outgoing tenant.

7. Where an incoming tenant of a holding has, with the consent in writing of his landlord, paid to an outgoing tenant any compensation payable under or in pursuance of this Act in respect of the whole or part of any improvement, the incoming tenant shall be entitled on quitting the holding to claim compensation in respect of the improvement or part in like manner, if at all, as the outgoing tenant would have been entitled if he had remained tenant of the holding, and quitted it at the time at which the incoming tenant quits it.

This is practically a re-enactment of section 56 of the 1883 Act. The outgoing tenant should be able to produce the landlord's consent, as well as receipts and vouchers, relating to the items for which he paid compensation to the preceding tenant when entering on the farm.

The provisions of this section will enable a landlord to avoid the indebtedness and mortgages contemplated by sections 15—17, by arranging for an incoming tenant to discharge the outgoer's claims for improvements, although, it may be, on the basis of a reduction in rent in consequence of such outlay.

8 Edw. 7, c. 28.

Provision as to change of tenancy.

8. A tenant who has remained in his holding during two or more tenancies shall not, on quitting his holding, be deprived of his right to claim compensation under this Act in respect of improvements by reason only that the improvements were not made during the tenancy on the determination of which he quits the holding.

This section was introduced in the interests of a tenant who, during the currency of a lease, had taken more land. It also meets the case where a tenant may have given or received notice to quit, and afterwards comes to terms with the landlord to keep on the farm, and a fresh tenancy is thus created.

Restriction in respect of improvements by tenant about to quit.

9. (1.) A tenant of a holding shall not be entitled to compensation under this Act in respect of any improvements, other than manuring as defined by this Act, begun by him,—

(*a*) in the case of a tenant from year to year, within one year before he quits the holding, or at any time after he has given or received notice to quit which results in his quitting the holding; and (*b*) in any other case, within one year before the expiration of his contract of tenancy: **8 Edw. 7, c. 28.**

Provided that this section shall not apply in the case of any improvement—

(i) Where the tenant, previously to beginning the improvement, has served notice on his landlord of his intention to begin it, and the landlord has either assented or has failed for a month after the receipt of the notice to object to the making of the improvement; or

(ii) In the case of a tenant from year to year, where the tenant has begun the improvement during the last year of his tenancy, and, in pursuance of a notice to quit thereafter given by the landlord, quits his holding at the expiration of that year.

"Manuring" is defined by section 48 (1.) as meaning any of the improvements numbered 23, 24, and 25 in Part III. of the First Schedule.

Compensation for Damage by Game and for Disturbance.

10. (1.) Where a tenant of a holding has sustained damage to his crops from game the right to kill and take which is vested neither in him nor in any one claiming under him other than the landlord, and which the tenant has not permission in writing to kill, he shall subject as hereinafter mentioned be entitled to compensation from his landlord for such damage if it exceeds in amount the sum of one shilling per acre of the area over which the damage extends, and any agreement to the contrary, or in limitation of such compensation, shall be void. Compensation for damage by game.

(2.) The amount of compensation payable under this section shall, in default of agreement made after the damage has been suffered, be determined by arbitration, but no compensation shall be recoverable under this section unless notice in writing is given to the landlord as soon as may be after the damage was first observed by the tenant and a reasonable opportunity is given to the landlord to inspect the damage—

(*a*) in the case of damage to a growing crop, before the crop is begun to be reaped, raised, or consumed; and

(*b*) in the case of damage to a crop reaped or raised before it is begun to be removed from the land—

and unless notice in writing of the claim, together with the particulars thereof, is given to the landlord within one month after the expiration of the calendar year, or such other period of twelve months as by agreement between the landlord and tenant may be substituted therefor, in respect of which the claim is made.

8 Edw. 7, c. 28.

(3.) Where the landlord proves that, under a contract of tenancy made before the commencement of this Act, any compensation for damage by game is payable by him, or that in fixing the rent to be paid under such contract allowance in respect of such damage to an agreed amount was expressly made, the arbitrator shall make such deduction from the compensation which would otherwise be payable under this section as may appear just.

(4.) Where the right to kill and take the game is vested in some person other than the landlord, the landlord shall be entitled to be indemnified by such other person against all claims for compensation under this section.

(5.) For the purposes of this section the expression "game" means deer, pheasants, partridges, grouse, and black game.

This is a re-enactment of section 2 of the 1906 Act, where the right to compensation for damage by game was first recognised by the Legislature. It will be observed that a claim can only be made when the right to kill and take the game on a farm is not vested in the tenant or any one claiming under him. Nor is a tenant entitled to full compensation where an allowance for such damages has been made in fixing the rent, or where the damages do not exceed 1s. per acre. If the parties are unable to agree as to the amount of compensation the matter has to be referred to arbitration.

Hares are not here included in the expression "game," probably because tenants had the right to kill them under the Ground Game Act, 1880.

Compensation for unreasonable disturbance.

11. Where—

(*a*) the landlord of a holding, without good and sufficient cause, and for reasons inconsistent with good estate management, terminates the tenancy by notice to quit, or, having been requested in writing, at least one year before the expiration of a tenancy, to grant a renewal thereof, refuses to do so: or (*b*) it has been proved than an increase of rent is demanded from the tenant of a holding, and that such increase was demanded by reason of an increase in the value of the holding due to improvements which have been executed by or at the cost of the tenant, and for which he has not, either directly or indirectly, received an equivalent from the landlord, and such demand results in the tenant quitting the holding,

8 Edw. 7, c. 28.

the tenant upon quitting the holding shall, in addition to the compensation (if any) to which he may be entitled in respect of improvements, and notwithstanding any agreement to the contrary, be entitled to compensation for the loss cr expense directly attributable to his quitting the holding which the tenant may unavoidably incur upon or in connection with the sale or removal of his household goods, or his implements of husbandry, produce, or farm stock, on or used in connection with the holding :

Provided that no compensation under this section shall be payable—

(*a*) unless the tenant has given to the landlord a reasonable opportunity of making a valuation of such goods, implements, produce, and stock as aforesaid ;

(*b*) unless the tenant has within two months after he has received notice to quit or a refusal to grant a renewal of the tenancy, as the case may be, given to the landlord notice in writing of his intention to claim compensation under this section ;

(*c*) where the tenant with whom a contract of tenancy was made has died within three months before the date of the notice to quit, or in the case of a lease for years before the refusal to grant a renewal ;

(*d*) if the claim for compensation is not made within three months after the time at which the tenant quits the holding.

In the event of any difference arising as to any matter under this section the difference shall, in default of agreement, be settled by arbitration.

This principle of compensation was introduced for the first time by the 1906 statute, and re-enacted verbatim in this Act. It will be observed that this section provides for the compensation of the tenant in the following instances—

(1) Where the notice to quit has been given by the landlord without good and sufficient

cause, and for reasons inconsistent with good estate management;

(2) Where the landlord has been requested in writing, at least one year before the expiration of a tenancy, to grant a renewal thereof, and refuses to do so;

(3) Where it has been proved that an increase of rent is demanded from the tenant, and that such increase was demanded by reason of an increase in the value of the holding due to the improvements which have been executed by, or at the cost of, the tenant, and for which he has not either directly or indirectly, received an equivalent from the landlord, and such demand results in the tenant quitting the holding.

The tenant's right to compensation depends upon his ability to bring himself within one of these three classes of cases. The amount of compensation that is provided is the loss or expense suffered by the tenant directly attributable to his quitting the holding, and it must be inevitably incurred upon, or in connection with, the sale or removal of his household goods, or his implements of husbandry, produce, or farm stock. The term "inevitably incurred" seems to imply that the landlord should not be burdened with an exaggerated claim, but, on the contrary, it puts upon the tenant the duty of minimising the loss or expense as much as possible.

In regard to the bearing of the section on existing leases, it was held in the Scottish Supreme Court that in the case of a tenancy expiring at Whitsuntide, 1909, and where the tenant had failed to come to terms with the landlord for a new lease, the claim for disturbance was valid.

On the other hand, it was held at the Salisbury County Court that a tenant, under notice to quit, was not entitled to give a provisional notice before the Act came into operation, of his intention to claim compensation for disturbance.

The same principle of compensation has now been extended to tenants on whom notice to quit is served with a view to the use of the land for the provision of small holdings under the Small Holdings and Allotments Act, 1908.

8 Edw. 7, c. 28.

Compensation in case of Tenancy under Mortgagor.

Compensation to tenants when mortgagee takes possession.

12. Where a person occupies a holding under a contract of tenancy with a mortgagor, which is not binding on the mortgagee, then—

(1.) The occupier shall, as against the mortgagee who takes possession, be entitled to any compensation which is, or would but for the mortgagee taking possession be, due to the occupier from the mortgagor as respects crops, improvements, tillages, or other matters connected with the holding, whether under this Act or custom or an agreement authorised by this Act ;

(2.) If the contract of tenancy is for a tenancy from year to year or for a term of years, not exceeding twenty-one, at a rackrent, the mortgagee shall, before he deprives the occupier of possession otherwise than in accordance with the contract of tenancy, give to the occupier six months' notice in writing of his intention so to do, and, if he so deprives him, compensation shall be due to the occupier for his crops, and for any expenditure upon the land which he has made in the expectation of remaining in the holding for the full term of his contract of tenancy, in so far as any improvement resulting therefrom is not exhausted at the time of his being so deprived.

(3.) Any sum ascertained to be due to the occupier for compensation, or for any costs connected therewith, may be set off against any rent or other sum due from him in respect of the holding, but unless so set off shall, as against the mortgagee, be charged and recovered in accordance with the provisions of this Act relating to the recovery of compensation due from a landlord who is a trustee.

This section corresponds with section 2 of the Tenants' Compensation Act, 1890, and was originally introduced to protect agricultural tenants, holding under a contract with a mortgagor, from being turned out by a mortgagee without compensation.

8 Edw. 7, c. 28.

Procedure in arbitrations.

Procedure in Arbitration.

13. (1.) All questions which under this Act or under the contract of tenancy are referred to arbitration shall, whether the matter to which the arbitration relates arose before or after the passing of this Act, be determined, notwithstanding any agreement under the contract of tenancy or otherwise providing for a different method of arbitration, by a single arbitrator in accordance with the provisions set out in the Second Schedule to this Act.

(2.) Where any claim which is referred to arbitration relates to an improvement executed or matter arising after the determination of the tenancy, but while the tenant lawfully remains in occupation of a part of the holding, the arbitrator may, if he thinks fit, make a separate award in respect of that claim.

(3.) If in any arbitration under this Act the arbitrator states a case for the opinion of the county court on any question of law, the opinion of the court on any question so stated shall be final, unless within the time and in accordance with the conditions prescribed by rules of the Supreme Court either party appeals to the Court of Appeal, from whose decision no appeal shall lie.

52 & 53 Vict. c. 49.

(4.) The Arbitration Act, 1889, shall not apply to any arbitration under this Act.

(5.) Any person who wilfully and corruptly gives false evidence before an arbitrator in any arbitration under this Act shall be guilty of perjury, and may be dealt with, prosecuted, and punished accordingly.

The 1906 Act altered the procedure in arbitrations by compelling parties to refer their differences to a single arbitrator, whereas under the 1900 Act, parties could agree to have their differences settled by two arbitrators, or an umpire. In default of agreement, the arbitrator is now to be nominated by the Board of Agriculture (see form of application to the Board p. 299).

This section undoubtedly removes many difficulties which have heretofore arisen as to whether a particular arbitration is an arbitration under the Agricultural Holdings Acts, or outside them. The words of the section are very explicit. They cover *all questions* relating to agricultural tenant-right which are referred to arbitration, whether under the Act or under the contract of tenancy.

8 Edw. 7, c. 28.

Recovery of compensation and other sums due.

14. Where any sum agreed or awarded under this Act to be paid for compensation costs or otherwise by a landlord or tenant of a holding is not paid within fourteen days after the time when the payment becomes due, it shall, subject as in this Act provided, be recoverable upon order made by the county court as money ordered by a county court under its ordinary jurisdiction to be paid is recoverable.

This section provides that the amount due under an agreement or award is to be paid within fourteen days from the date of such agreement or award.

The section over-rules the decision given in *Holmes* v. *Formby*, where, a greater amount being awarded to the landlord in respect of waste and breaches of covenant committed by the tenant than was awarded to the tenant as compensation for improvements, the landlord could not recover the balance under the procedure of the 1883 Act.

8 Edw. 7, c. 28.

Charge on Holding for Compensation.

Power for landlord on paying compensation to obtain charge.

15. (1.) A landlord, on paying to the tenant the amount due to him under this Act, or under custom or agreement, or otherwise in respect of compensation for an improvement comprised in the First Schedule hereto, or on expending after notice given in accordance with this Act such amount as may be necessary to execute an improvement comprised in Part II. of the First Schedule hereto, shall be entitled to obtain from the Board an order in favour of himself, his executors, administrators, and assigns, charging the holding, or any part thereof, with repayment of the amount paid or expended, with such interest, and by such instalments, and with such directions for giving effect to the charge, as the Board think fit.

(2.) Where the landlord obtaining the charge is not absolute owner of the holding for his own benefit, no instalment or interest shall be made payable after the time when the improvement in respect whereof compensation is paid will, in the opinion of the Board, have become exhausted.

(3.) Where the estate or interest of a landlord is determinable or liable to forfeiture by reason of his creating or suffering any charge thereon, that estate or interest shall not be determined or forfeited by reason of his obtaining a charge under this Act, anything in any deed, will, or other instrument to the contrary thereof notwithstanding.

Incidence of charge.

16. The sum charged by the order of the Board under this Act shall be a charge on the holding, or the part thereof charged, for the landlord's interest therein and for all interests therein subsequent to that of the landlord; but so that, in any case where the landlord's interest is an interest in a leasehold, the charge shall not extend beyond the interest of the landlord, his executors, administrators, and assigns.

Advance made by a company.

17. Any company now or hereafter incorporated by Parliament, and having power to advance money for the improvement of land, may take an assignment of any charge made by the Board under this Act, or made under any enactment hereby repealed, upon such terms and conditions as may be agreed upon between the company and the person entitled to the charge, and may assign any charge so acquired by them.

Certificate as to charges.

18. Where a charge may be made under this Act for compensation due under an award, the person making the award, shall, at the request and cost of the person entitled to obtain the charge, certify the amount to be charged and the term for which the charge may properly be made, having regard to the time at which each improvement in respect of which compensation is awarded is to be deemed to be exhausted.

19. A charge made by the Board under this Act shall be a land charge within the meaning of the Land Charges Registration and Searches Act, 1888, as amended by any subsequent enactment, and may be registered accordingly.

8 Edw. 7, c. 28.

Registration of charges. 51 & 52 Vict. c. 51.

Capital Money applicable for Compensation.

20. Capital money arising under the Settled Land Acts, 1882 to 1890, may be applied—

Capital money applicable for compensation.

(1) In payment as for an improvement authorised by those Acts of any money expended and costs incurred by a landlord under or in pursuance of this Act or any enactment hereby repealed, or under custom or agreement or otherwise, in or about the execution of any improvement comprised in Part I. or Part II. of the First Schedule hereto ; and

(2) In discharge of any charge in respect of any such improvement created on a holding under this Act or any enactment hereby repealed, as if the charge were an incumbrance authorised by those Acts to be discharged out of that capital money.

Fixtures and Buildings.

21. (1.) Any engine, machinery, fencing, or other fixture affixed to a holding by a tenant, and any building erected by him thereon for which he is not under this Act or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, shall be the property of and be removable by the tenant before or within a reasonable time after the determination of the tenancy :

Tenant's property in fixtures and buildings.

Provided that—

(i) Before the removal of any fixture or building the tenant shall pay all rent owing by him, and shall perform or satisfy all other his obligations to the landlord in respect of the holding :

(ii) In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the holding :

(iii) Immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any other building or other part of the holding by the removal :

(iv) The tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of his intention to remove it :

8 Edw. 7, c. 28.

(v) At any time before the expiration of the notice of removal the landlord, by notice in writing given by him to the tenant, may elect to purchase any fixture or building comprised in the notice of removal, and any fixture or building thus elected to be purchased shall be left by the tenant, and shall become the property of the landlord, who shall pay to the tenant the fair value thereof to an incoming tenant of the holding; and any difference as to the value shall be settled by arbitration.

(2.) The provisions of this section shall apply to a fixture or building acquired since the thirty-first day of December nineteen hundred by a tenant in like manner as they apply to a fixture or building affixed or erected by a tenant, but shall not apply to any fixture or building affixed or erected before the first day of January eighteen hundred and eighty-four.

The general rule of law was that a tenant who, prior to January 1st, 1884, affixed anything to the freehold during his tenancy could not remove it without his landlord's consent. Under the 1883 Act, a tenant was allowed to remove, subject to certain regulations, fixtures which he had erected, and for which he had no claim for compensation. The Act of 1900 extended that privilege to fixtures taken over or bought by a tenant, though not erected by him.

To constitute a fixture in the sense of the term here used, the soil must have been displaced for the purpose of receiving the article, or the chattel must have been cemented or otherwise fastened to some fabric attached to the ground (*Turner* v. *Cameron*). A wooden erection resting by its own weight on a brick foundation, such as a barn resting on staddles let into the ground, is not annexed to the freehold, and can be removed by a tenant who has erected it (*Ben* v. *Otley*).

Miscellaneous Rights of Landlord and Tenant.

8 Edw. 7, c. 28.

Time of notice to quit.

22. Where a half year's notice, expiring with a year of tenancy, is by law necessary and sufficient for the determination of a tenancy of a holding from year to year, a year's notice so expiring shall by virtue of this Act be necessary and sufficient for such determination, unless the landlord and the tenant agree in writing that this section shall not apply, in which case a half year's notice shall be sufficient; but nothing in this section shall extend to a case where a receiving order in bankruptcy is made against the tenant.

This section only applies where there is no express stipulation as to the notice required for the determination of the tenancy, and not where there is an express stipulation (*Barlow* v. *Teal*, 1885). In the case of *King* v. *Eversfield* (1897), it was held by the Court of Appeal that a tenancy which provided for three calendar months' notice to quit in any day in the year was, nevertheless, a tenancy from year to year.

A notice to quit, although imperfectly expressed, is a good and valid notice if accepted as such at the time by the landlord (*General Assurance Company* v. *Worsley*, 1895).

It was held in *Van Grutten* v. *Trevenen* (1902), that the provisions of section 45 of this Act with respect to the service of notices, etc., are applicable to a notice to quit.

Resumption of possession for cottages, &c.

23. Where a notice to quit is given by the landlord of a holding to a tenant from year to year with a view to the use of land for any of the following purposes:—

(i) The erection of farm labourers' cottages or other houses with or without gardens;

(ii) The provision of gardens for farm labourers' cottages or other houses;

(iii) The provision of allotments for labourers;

8 Edw. 7, c. 28.

(iv) The provision of small holdings as defined by the Small Holdings and Allotments Act, 1907;

(v) The planting of trees:

(vi) The opening or working of any coal, ironstone, limestone, brick earth, or other mineral, or of a stone quarry, clay, sand, or gravel pit, or the construction of any works or buildings to be used in connection therewith;

(vii) The making of a watercourse or reservoir;

(viii) The making of any road, railway, tramroad, siding, canal, or basin, or any wharf, pier, or other work connected therewith;

and the notice states that it is given with a view to any such use—

(*a*) it shall, by virtue of this Act, be no objection to the notice that it relates to part only of the holding; and

(*b*) the provisions of this Act respecting compensation shall apply as if the part to which the notice relates were a separate holding; and

(*c*) the tenant shall be entitled to a reduction of rent proportionate to the part to which the notice relates, and in respect of any depreciation of the value to him of the residue of the holding caused by the severance, or by the use to be made of the part severed, and the amount of that reduction shall be settled as in case of compensation under this Act:

Provided that the tenant may at any time within twenty-eight days after service of the notice to quit serve on the landlord a notice in writing to the effect that he accepts it as a notice to quit the entire holding, to take effect at the expiration of the then current year of tenancy; and the notice to quit shall have effect accordingly.

Independently of this Act, and in default of any agreement on the point, a notice to quit part only of a holding is a bad notice (*Doe* v. *Archer*).

Power of entry by landlord.

24. The landlord of a holding or any person authorised by him may at all reasonable times enter on the holding for the purpose of viewing the state of the holding.

Penal rents and liquidated damages.

25. Notwithstanding any provision in a contract of tenancy making the tenant of a holding liable to pay a higher rent or other liquidated damages in the event of any breach or nonfulfilment of a term or condition in the contract, a landlord shall not be entitled to recover, by distress or otherwise, any sum in consequence of any such breach or nonfulfilment in excess of the damage actually suffered by him in consequence of the breach or nonfulfilment:

8 Edw. 7, c. 28.

Provided that this section shall not apply to any term or condition in a contract against the breaking up of permanent pasture, the grubbing of underwoods, or the felling, cutting, lopping, or injuring of trees, or regulating the burning of heather.

Freedom of cropping and disposal of produce.

26. (1.) Notwithstanding any custom of the country, or the provisions of any contract of tenancy or agreement respecting the method of cropping of arable lands, or the disposal of crops, a tenant of a holding shall have full right to practise any system of cropping of the arable land on the holding and to dispose of the produce of the holding without incurring any penalty, forfeiture, or liability:

Provided that he shall previously have made, or, as soon as may be, shall make, suitable and adequate provision to protect the holding from injury or deterioration, which provision shall in the case of disposal of the produce of the holding consist in the return to the holding of the full equivalent manurial value to the holding of all crops sold off or removed from the holding in contravention of the custom, contract, or agreement:

This sub-section shall not apply—

(*a*) in the case of a tenancy from year to year, as respects the year before the tenant quits the holding or any period after he has given or received notice to quit which results in his quitting the holding; or

(*b*) in any other case, as respects the year before the expiration of the contract of tenancy.

(2.) If the tenant exercises his rights under this section in such a manner as to injure or deteriorate the holding, or to be likely to injure or deteriorate the holding, the landlord shall, without prejudice to any other remedy which may be open to him, be entitled to recover damages in respect of such injury or deterioration at any time, and, should the case so require, to obtain an injunction restraining the exercise of the rights under this section in that manner, and the amount of such damages may, in default of agreement, be determined by arbitration.

(3.) A tenant shall not be entitled to any compensation in respect of improvements comprised in Part III. of the First Schedule to this Act which have been made for the purpose of making such provision to protect the holding from injury or deterioration as is required by this section.

(4.) In this section the expression "arable land" shall not include land in grass which by the terms of any contract of tenancy is to be retained in the same condition throughout the tenancy.

This section was introduced by the 1906 Act, and gives the tenant the full right to practise any system of cropping of the arable lands, and to dispose of the produce whether from the arable or grass lands, subject to "suitable and adequate provision" being made to protect the holding from injury or deterioration. Where the produce is sold off or removed from the holding in contravention of the custom, contract, or agreement, the "full equivalent manurial value" of such crops is to be returned to the holding. It is not clear from the wording of the section whether it is essential that there should be a custom, contract, or agreement to be contravened in order that the landlord may obtain the benefit of the "suitable and adequate provision" if the tenant vary the system of cropping; but in the case of the disposal of the produce it is essential, in order to obtain the benefit of the full equivalent manurial value, that there should be such a custom, contract, or agreement in force. It is desirable, therefore, that provision should be made in the tenancy agreement for determining the method of cropping to be followed, as well as of the disposal of the produce. (For statement of residual manurial values of farm produce, see pp. 147–150.)

The damages arising from an exercise of the rights given to the tenant in this section *may*, if the parties fail to agree, be determined by arbitration. In this case arbitration appears to be permissive, and not compulsory.

The question was recently raised before Mr. Justice Eve, as to whether land which was described in the contract of tenancy as arable, but which had been sown down to grass by the tenant for seven years could be again ploughed up by him when he had covenanted not to plough up pasture land. It was held that the covenant must be considered as referring only to land which was pasture land at the date of the covenant, and that, as the field in question was not then pasture, the tenant would neither commit any breach of the covenant nor any waste by ploughing it.

8 Edw. 7, c. 28.

Record of holding.

27. If at the commencement of a tenancy of a holding entered into after the commencement of this Act either party so requires, a record of the condition of the buildings, fences, gates, roads, drains, ditches, and cultivation of the holding shall be made within three months after the commencement of the tenancy by a person to be appointed in default of agreement by the Board, and in default of agreement the cost of making such record shall be borne by the landlord and the tenant in equal proportions.

Distress.

Limitation of distress in respect of amount and time.

28. It shall not be lawful for a landlord entitled to the rent of a holding to distrain for rent which became due in respect of that holding more than one year before the making of the distress:

Provided that, where it appears that according to the ordinary course of dealing between the landlord and the tenant of the holding the payment of rent has been deferred until the expiration of a quarter or half year after the date at which the rent legally became due, the rent shall for the purpose of this section be deemed to have become due at the expiration of that quarter or half year, and not at the date at which it legally became due.

Limitation of distress in respect of things to be distrained.

29. (I.) Where live stock belonging to another person has been taken in by the tenant of a holding to be fed at a fair price, the stock shall not be distrained by the landlord for rent where there is other

8 Edw. 7, c. 28.

sufficient distress to be found, and, if so distrained by reason of other sufficient distress not being found, there shall not be recovered by that distress a sum exceeding the amount of the price agreed to be paid for the feeding, or any part thereof which remains unpaid.

(2.) The owner of the stock may, at any time before it is sold, redeem the stock by paying to the distrainer a sum equal to such amount as aforesaid, and any payment so made to the distrainer shall be in full discharge as against the tenant of any sum of the like amount which would be otherwise due from the owner of the stock to the tenant in respect of the price of feeding.

(3.) Any portion of the stock so long as it remains on the holding shall continue liable to be distrained for the amount for which the whole of the stock is distrainable.

(4) Agricultural or other machinery which is the property of a person other than the tenant, and is on the holding under an agreement with the tenant for the hire or use thereof in the conduct of his business, and live stock which is the property of a person other than the tenant and is on the holding solely for breeding purposes, shall not be distrained for rent.

Remedy for wrongful distress.

30. (1.) Where any dispute arises—

(*a*) in respect of any distress having been levied on a holding contrary to the provisions of this Act ; or

(*b*) as to the ownership of any live stock distrained, or as to the price to be paid for the feeding of that stock ; or

(*c*) as to any other matter or thing relating to a distress on a holding :

the dispute may be heard and determined by the county court or by a court of summary jurisdiction, and any such court may make an order for restoration of any live stock or things unlawfully distrained, or may declare the price agreed to be paid for feeding, or may make any other order which justice requires.

(2.) Any such dispute shall be deemed to be a matter in which a court of summary jurisdiction has authority by law to make an order on complaint in pursuance of the Summary Jurisdiction Acts ; but any person aggrieved by any decision of a court of summary jurisdiction under this section may appeal to a court of quarter sessions.

Set-off of compensation against rent.

31. Where the compensation for any improvement due under this Act or any enactment repealed by this Act, or under custom or agreement, to a tenant of a holding has been ascertained before the landlord distrains for rent, the amount of the compensation may be set off against the rent, and the landlord shall not be entitled to distrain for more than the balance.

Persons under Disability, Trustees &c.

Appointment of guardian.

32. Where a landlord or a tenant is an infant without a guardian, or is of unsound mind, not so found by inquisition, the county court on the application of any person interested may appoint a guardian of the infant or person of unsound mind for the purposes of this Act, and may revoke the appointment and appoint another guardian if and as occasion requires.

Provisions respecting married women.

45 & 46 Vict. c. 75.

33. Where a woman married before the commencement of the Married Women's Property Act, 1882, is entitled to land, her title to which accrued before that commencement, then—

(*a*) if she is entitled to the land for her separate use and is not restrained from anticipation, she shall, for the purposes of this Act, be in respect of the land as if she were a feme sole; and

(*b*) in any other case her husband's concurrence shall be requisite, and she shall for the purpose of this Act be examined apart from him by the county court, or by the judge of the county court for the place where she is, touching her knowledge of the nature and effect of the intended act, and it shall be ascertained that she is acting freely and voluntarily.

Provision as to limited owners.

34. Subject to the provisions of this Act in relation to Crown, duchy, ecclesiastical, and charity lands, a landlord of a holding, whatever may be his estate or interest in the holding, may give any consent, make any agreement, or do or have done to him any act in relation to improvements in respect of which compensation is payable under this Act, which he might give or make or do or have done to him if he were owner in fee simple, or, if his interest is an interest in a leasehold, were absolutely entitled to that leasehold.

Recovery of compensation, &c., from trustee.

35. Where any sum agreed or awarded to be paid for compensation, or any sum awarded under this Act to be paid by a landlord, is due from a landlord entitled to receive the rents and profits of the holding otherwise than for his own benefit, whether as trustee or in any other character, the sum due shall be charged and recovered as follows and not otherwise (that is to say):—

(i) The amount so due shall not be recoverable personally against the landlord, nor shall he be under any liability to pay that amount, but it shall be a charge on and recoverable against the holding only;

(ii) The landlord shall, either before or after having paid to the tenant the amount due to him, be entitled to obtain from the Board a charge on the holding to the amount of the sum which is required to be paid or which has been paid, as the case may be, to the tenant;

8 Edw. 7, c. 28.

(iii) If the landlord neglects or fails to pay to the tenant the amount due to him for one month after it has become due, the tenant shall be entitled to obtain from the Board a charge on the holding to the amount of the sum due to him, and of all costs properly incurred by him in obtaining the charge ;

(iv) Charges under this section shall be made in like manner as other charges under this Act.

Estimation of best rent.

36. In estimating the best rent, or reservation in the nature of rent, of a holding for the purposes of any Act of Parliament, deed, or other instrument, authorising a lease to be made, provided that the best rent, or reservation in the nature of rent, is reserved, it shall not be necessary to take into account against the tenant any increase in the value of the holding arising from any improvements made or paid for by the tenant.

Crown and Duchy Lands.

Application to Crown lands.

37. (1.) This Act shall apply to land belonging to His Majesty in right of the Crown.

(2.) With respect to any such land, for the purposes of this Act, the Commissioners of Woods, or other the proper officer or body having charge of the land for the time being, or, in case there is no such officer or body, then such person as His Majesty may appoint in writing under the Royal Sign Manual, shall represent His Majesty, and shall be deemed to be the landlord.

29 & 30 Vict. c. 62.

(3.) The power given to the Treasury by section one of the Crown Lands Act, 1866 (being a power to direct the cost of certain improvements to be charged to capital and repaid out of income) shall extend to any compensation under this Act payable by the Commissioners of Woods in respect of an improvement comprised in Part I. or Part II. of the First Schedule hereto.

(4.) Any compensation under this Act payable by those Commissioners, in respect of an improvement comprised in Part III. of the First Schedule hereto, shall be paid as part of the expenses of the management of the Land Revenues of the Crown.

Application to land of Duchy of Lancaster.

38. (1.) This Act shall apply to land belonging to His Majesty in right of the Duchy of Lancaster.

(2.) With respect to any such land for the purposes of this Act, the Chancellor of the Duchy shall represent His Majesty, and shall be deemed to be the landlord.

(3.) The amount of any compensation under this Act payable by the Chancellor of the Duchy in respect of an improvement comprised in Part I. or Part II. of the First Schedule to this Act shall be raised and paid as an expense incurred in improvement of land belonging to His

Majesty in right of the Duchy within section twenty-five of the Act of the fifty-seventh year of King George the Third, chapter ninety-seven.

8 Edw. 7, c. 28.

(4.) The amount of any compensation under this Act payable by the Chancellor of the Duchy in respect of an improvement comprised in Part III. of the First Schedule to this Act shall be paid out of the annual revenues of the Duchy.

Application to land of Duchy of Cornwall.

39. (1.) This Act shall apply to land belonging to the Duchy of Cornwall.

(2.) With respect to any such land, for the purposes of this Act, such person as the Duke of Cornwall, or the possessor for the time being of the Duchy of Cornwall, appoints, shall represent the Duke of Cornwall or other the possessor aforesaid, and be deemed to be the landlord, and may do any act or thing under this Act which a landlord is authorised or required to do thereunder.

(3.) Any compensation under this Act payable by the Duke of Cornwall, or other the possessor aforesaid, in respect of an improvement comprised in Part I. or Part II. of the First Schedule to this Act, shall be paid, and advances therefor made, in the manner and subject to the provisions of section eight of the Duchy of Cornwall Management Act, 1863, with respect to improvements of land mentioned in that section.

26 & 27 Vict. c. 49.

Ecclesiastical and Charity Lands.

Application to ecclesiastical land.

40. (1.) Where lands are assigned or secured as the endowment of a see, the powers by this Act conferred on a landlord (other than that of entering on a holding for the purpose of viewing the state of the holding) shall not be exercised by the bishop in respect of those lands, except with the previous approval in writing of the Estates Committee of the Ecclesiastical Commissioners.

(2.) Where a landlord is incumbent of an ecclesiastical benefice, the powers by this Act conferred on a landlord (other than as aforesaid) shall not be exercised by him in respect of the glebe land or other land belonging to the benefice, except with the previous approval in writing of the patron of the benefice, that is, the person or authority who, in case the benefice were vacant, would be entitled to present thereto, or of Queen Anne's Bounty.

(3.) Queen Anne's Bounty may, if they think fit, on behalf of the incumbent, out of any money in their hands, pay to the tenant the amount of compensation due to him in respect of any improvement comprised in the First Schedule hereto; and thereupon they may, instead of the incumbent, obtain from the Board a charge on the holding in

8 Edw. 7, c. 28.

respect thereof in favour of themselves, and every such charge shall be effectual notwithstanding any change of the incumbent.

Application to charity land.

41. The powers by this Act conferred on a landlord in respect of charging the land shall not be exercised by trustees for ecclesiastical or charitable purposes, except with the approval in writing of the Charity Commissioners or the Board of Education, as the case may require.

Special Provisions as to Market Gardens.

Special provisions as to market gardens.

42. (1.) In the case of a holding in respect of which it is agreed by an agreement in writing made on or after the first day of January eighteen hundred and ninety-six that the holding shall be let or treated as a market garden—

(i) the provisions of this Act shall apply as if the improvements comprised in the Third Schedule to this Act were comprised in Part III. of the First Schedule to this Act:

Provided that—

(*a*) in the case of Crown lands, compensation in respect of an improvement comprised in paragraphs (1) (2) and (5) of the said Third Schedule shall be paid in the same manner and out of the same funds as if it were an improvement comprised in Part I. of the said First Schedule; and

(*b*) in the case of Duchy lands, compensation in respect of any improvement comprised in the said Third Schedule shall be paid in the same manner and out of the same funds as if it were comprised in Part I. of the said First Schedule;

(*c*) the right of an incoming tenant to claim compensation in respect of the whole or part of an improvement which he has purchased may be exercised although his landlord has not consented in writing to the purchase:

(ii) The provisions of this Act relating to tenants' property in fixtures and buildings shall extend to every fixture or building affixed or erected by the tenant to or upon the holding, or acquired by him since the thirty-first day of December nineteen hundred, for the purposes of his trade or business as a market gardener:

(iii) It shall be lawful for the tenant to remove all fruit trees and fruit bushes planted by him on the holding and not permanently set out; but, if the tenant does not remove such fruit trees and fruit bushes before the determination of his tenancy, they shall remain the property of the landlord, and the tenant shall not be entitled to any compensation in respect thereof.

(2.) Where under a contract of tenancy current on the first day of January eighteen hundred and ninety-six a holding was at that date in use or cultivation as a market garden with the knowledge of the landlord, and the tenant thereof has then executed thereon, without having received previously to the execution thereof any written notice of dissent by the landlord, any improvement comprised in the Third Schedule to this Act, the provisions of this section shall apply, in respect of that holding, as if it had been agreed in writing after that date that the holding should be let or treated as a market garden, so however that the improvements in respect of which compensation is payable under those provisions as so applied shall include improvements executed before as well as improvements executed after that date. Provided that where such a tenancy was a tenancy from year to year, the compensation payable in respect of an improvement comprised in the Third Schedule to this Act shall be such (if any) as could have been claimed if this Act had not been passed. **8 Edw. 7, c. 28.**

(3.) Where the land to which such agreement relates, or so used and cultivated, consists of part of a holding only, this section shall apply as if that part were a separate holding.

This section is a re-enactment of the Market Gardeners' Compensation Act, 1895, as amended by the Agricultural Holdings Act, 1906. The Market Gardeners' Compensation Act, 1895, came into operation on January 1st, 1896, and this explains the date fixed in sub-section (1.). It will be observed that the date in sub-section (1.) (ii) is December 31st, 1900. This is because it was the Agricultural Holdings Act, 1900, which first decreed that the provisions of section 21 of this Act should apply to a fixture or building *acquired* by a tenant in like manner as they applied to a fixture or building *affixed* or *erected* by a tenant.

The term "buildings" includes glass houses (*Smith* v. *Richmond*, 1899).

The Small Holdings and Allotments Act, 1907, provides that the tenants of small holdings and allotments shall have the same rights with respect to compensation for the improvements mentioned in paragraphs 1, 2, 3 and 4 of the Third Schedule to the Agricultural Holdings Act, 1908, as if it had been agreed in writing that the holding or allotment should be let as a market garden.

Instead of claiming compensation under the Agricultural Holdings Acts, the tenant of an allotment may, notwithstanding that the allotment exceeds two acres in extent, elect to claim compensation under the Allotments and Cottage Gardens (Compensation for Crops) Act, 1887, for the following matters:—

(*a*) For crops including fruit, growing upon the holding in the ordinary course of cultivation, and for fruit trees and fruit bushes growing thereon which have been planted with the previous consent in writing of the landlord.

(*b*) For labour expended upon, and manure applied to, the holding since the taking of the last crop therefrom in anticipation of a future crop.

(*c*) For drains, and for any outbuildings, pigsties, fowl-houses, or other structural improvements, made by the tenant upon his holding with the written consent of his landlord (section 5).

Supplemental Provisions.

8 Edw. 7, c. 28.

Exclusion of certiorari.

43. An order of the county court or of a court of summary jurisdiction under this Act shall not be quashed for want of form, or be removed by certiorari or otherwise into any superior court.

Costs in county court.

44. (1.) The costs of proceedings in the county court under this Act shall be in the discretion of the court.

(2.) The Lord Chancellor may prescribe scales of costs for those proceedings, and of costs to be taxed by the registrar of the court.

Service of notice, etc.

45. Any notice, request, demand, or other instrument under this Act may be served on the person to whom it is to be given either personally or by leaving it for him at his last known place of abode in England, or by sending it through the post in a registered letter addressed to him there; and in the case of a notice to a landlord "the person to whom it is to be given" shall include any agent of the landlord duly authorised in that behalf.

General saving of rights.

46. Except as in this Act expressed, nothing in this Act shall prejudicially affect any power, right, or remedy of a landlord, tenant, or other person vested in or exerciseable by him by virtue of any other Act or law, or under any custom of the country, or otherwise, in respect of a contract of tenancy or other contract, or of any improvements, waste, emblements, tillages, away-going crops, fixtures, tax, rate, tithe rentcharge, rent, or other thing.

Improvements executed under repealed enactments

47. Except as otherwise expressly provided by this Act, the compensation in respect of an improvement made or begun before the commencement of this Act, or made upon a holding held under a contract of tenancy, other than a tenancy from year to year, current on the first day of January eighteen hundred and eighty-four shall be such (if any) as could have been claimed if this Act had not been passed, but the procedure for the ascertainment and recovery thereof shall be such as is provided by this Act, and the amount so ascertained shall be payable, recoverable, and chargeable as if it were compensation under this Act.

In respect of any improvements made before January 1st, 1901, the same compensation can be claimed as could have been claimed under the Agricultural Holdings Act, 1883, and in respect of improvements made after January 1st, 1901, and before January 1st, 1909, the same compensation can be claimed as could have been claimed under the Agricultural Holdings Acts, 1883 and 1900; but the procedure set out in the Second Schedule of the 1908 Act is to apply.

8 Edw. 7, c. 28.

Interpretation.

48. (1.) In this Act, unless the context otherwise requires,—

"Contract of tenancy" means a letting of or agreement for letting land for a term of years, or for lives, or for lives and years, or from year to year;

"Determination of tenancy" means the cesser of a contract of tenancy by reason of effluxion of time, or from any other cause;

"Landlord" means any person for the time being entitled to receive the rents and profits of any land;

"Tenant" means the holder of land under a contract of tenancy, and includes the executors, administrators, assigns, guardian, committee of the estate, or trustee in bankruptcy, of a tenant, or other person deriving title from a tenant;

"Holding" means any parcel of land held by a tenant, which is either wholly agricultural or wholly pastoral, or in part agricultural and as to the residue pastoral, or in whole or in part cultivated as a market garden, and which is not let to the tenant during his continuance in any office, appointment, or employment held under the landlord;

"Market garden" means a holding cultivated, wholly or mainly, for the purpose of the trade or business of market gardening;

"Board" means the Board of Agriculture and Fisheries;

"County court," in relation to a holding, means the county court within the district whereof the holding, or the larger part thereof, is situate;

"Live stock" includes any animal capable of being distrained;

"Manuring" means any of the improvements numbered twenty-three, twenty-four, and twenty-five in Part III. of the First Schedule hereto;

"Agreement" includes an agreement arrived at by means of valuation or otherwise, and "agreed" has a corresponding meaning.

(2.) The designations of landlord and tenant shall continue to apply to the parties until the conclusion of any proceedings taken under or in pursuance of this Act in respect of compensation for improvements, or under any agreement made in pursuance of this Act. 8 Edw. 7, c. 28.

49. The enactments specified in the Fourth Schedule to this Act are hereby repealed to the extent mentioned in the third column of that schedule. Repeal.

Provided that—

(*a*) all orders, rules, scales of costs, and instruments issued and notices and consents given and having effect under any enactment hereby repealed shall have effect as if they had been made or given under this Act; and

(*b*) references in any conveyance, lease, or other document to any enactment so repealed shall have effect as if they had been references to the corresponding provisions of this Act.

50. This Act shall come into operation on the first day of January nineteen hundred and nine. Commencement.

51. (1.) This Act may be cited as the Agricultural Holdings Act, 1908. Short title and extent.

(2.) This Act shall not extend to Scotland or Ireland.

SCHEDULES.

FIRST SCHEDULE.

PART I.

IMPROVEMENTS TO WHICH CONSENT OF LANDLORD IS REQUIRED. Sections 1, 2, 6, 15, 20, 37, 38, 39, 40, 42.

(1.) Erection, alteration, or enlargement of buildings.

(2.) Formation of silos.

(3.) Laying down of permanent pasture.

(4.) Making and planting of osier beds.

(5.) Making of water meadows or work of irrigation.

(6.) Making of gardens.

(7.) Making or improvement of roads or bridges.

(8.) Making or improvement of watercourses, ponds, wells, or reservoirs, or of works for the application of water power or for supply of water for agricultural or domestic purposes.

(9.) Making or removal of permanent fences.

(10.) Planting of hops.

(11.) Planting of orchards or fruit bushes.

(12.) Protecting young fruit trees.

8 Edw. 7, c. 28.

(13.) Reclaiming of waste land.
(14.) Warping or weiring of land.
(15.) Embankments and sluices against floods.
(16.) Erection of wirework in hop gardens.

[N.B.—*This part is subject as to market gardens to the provisions of the Third Schedule.*]

PART II.

Sections 3, 15, 20, 37, 38, 39.

IMPROVEMENT IN RESPECT OF WHICH NOTICE TO LANDLORD IS REQUIRED.

(17.) Drainage.

PART III.

Sections 4, 26, 37, 38, 42, 48.

IMPROVEMENTS IN RESPECT OF WHICH CONSENT OF OR NOTICE TO LANDLORD IS NOT REQUIRED.

(18.) Chalking of land.
(19.) Clay-burning.
(20.) Claying of land or spreading blaes upon land.
(21.) Liming of land.
(22.) Marling of land.

(23.) Application to land of purchased artificial or other purchased manure.

(24.) Consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn, cake, or other feeding stuff not produced on the holding.

(25.) Consumption on the holding by cattle, sheep, or pigs, or by horses other than those regularly employed on the holding, of corn proved by satisfactory evidence to have been produced and consumed on the holding.

(26.) Laying down temporary pasture with clover, grass, lucerne, sainfoin, or other seeds, sown more than two years prior to the determination of the tenancy.

(27.) Repairs to buildings, being buildings necessary for the proper cultivation or working of the holding, other than repairs which the tenant is himself under an obligation to execute :

Provided that the tenant, before beginning to execute any such repairs, shall give to the landlord notice in writing of his intention, together with particulars of such repairs, and shall not execute the repairs unless the landlord fails to execute them within a reasonable time after receiving such notice,

SECOND SCHEDULE.

8 Edw. 7, c. 28.

Section 13.

RULES AS TO ARBITRATION.

Appointment of Arbitrator.

1900, Sch. 2. 1906, s. 1 (3).

1. A person agreed upon between the parties, or in default of agreement nominated by the Board on the application in writing of either of the parties, shall be appointed arbitrator.

2. If a person appointed arbitrator dies, or is incapable of acting, or for seven days after notice from either party requiring him to act fails to act, a new arbitrator may be appointed as if no arbitrator had been appointed.

3. Neither party shall have power to revoke the appointment of the arbitrator without the consent of the other party.

4. Every appointment, notice, revocation, and consent under this part of these rules must be in writing.

In a case under the Act which came before His Honour Judge Wightman in 1909, the landlord refused to pay the tenant the amount of the valuation for the reason that the valuer who represented the landlord was only instructed verbally and not appointed in writing. The judge ruled that as the Act certainly provided that the reference to the arbitrator must be in writing, and as this was not done, the landlord's objection must prevail. The amount of the valuation could only be sued for in the Court if the valuation had been made in accordance with the Act.

Time for Award.

5. The arbitrator shall make and sign his award within twenty-eight days of his appointment or within such longer period as the Board may (whether the time for making the award has expired or not) direct.

Removal of Arbitrator.

6. Where an arbitrator has misconducted himself the county court may remove him.

8 Edw. 7, c. 28.

Evidence.

7. The parties to the arbitration, and all persons claiming through them respectively, shall, subject to any legal objection, submit to be examined by the arbitrator, on oath or affirmation, in relation to the matters in dispute, and shall, subject as aforesaid, produce before the arbitrator all samples, books, deeds, papers, accounts, writings, and documents, within their possession or power respectively, which may be required or called for, and do all other things which during the proceedings the arbitrator may require.

8. The arbitrator shall have power to administer oaths, and to take the affirmation of parties and witnesses appearing, and witnesses shall, if the arbitrator thinks fit, be examined on oath or affirmation.

Statement of Case.

9. The arbitrator may at any stage of the proceedings, and shall if so directed by the judge of the county court (which direction may be given on the application of either party), state in the form of a special case for the opinion of that court any question of law arising in the course of the arbitration.

Award.

10. The arbitrator shall, on the application of either party, specify the amount awarded in respect of any particular improvement or any particular matter the subject of the award, and the award shall fix a day not sooner than one month or later than two months after the delivery of the award for the payment of the money awarded as compensation, costs, or otherwise, and shall be in such form as may be prescribed by the Board.

11. The award to be made by the arbitrator shall be final and binding on the parties and the persons claiming under them respectively.

12. The arbitrator may correct in an award any clerical mistake or error arising from any accidental slip or omission.

13. When an arbitrator has misconducted himself, or an arbitration or award has been improperly procured, the county court may set the award aside.

Costs.

14. The costs of and incidental to the arbitration and award shall be in the discretion of the arbitrator, who may direct to and by whom and in what manner these costs or any part thereof are to be paid, and the costs shall be subject to taxation by the registrar of the county court

on the application of either party, but that taxation shall be subject to review by the judge of the county court. **8 Edw. 7, c. 28.**

15. The arbitrator shall, in awarding costs, take into consideration the reasonableness or unreasonableness of the claim of either party, either in respect of amount or otherwise, and any unreasonable demand for particulars or refusal to supply particulars, and generally all the circumstances of the case, and may disallow the costs of any witness whom he considers to have been called unnecessarily, and any other costs which he considers to have been incurred unnecessarily.

Forms.

16. Any forms for proceedings in arbitrations under this Act which may be prescribed by the Board shall, if used, be sufficient.

THIRD SCHEDULE.

Section 42.

IMPROVEMENTS SUBJECT TO SPECIAL PROVISIONS IN THE CASE OF MARKET GARDENS.

(1.) Planting of standard or other fruit trees permanently set out;

(2.) Planting of fruit bushes permanently set out;

(3.) Planting of strawberry plants;

(4.) Planting of asparagus, rhubarb, and other vegetable crops which continue productive for two or more years;

(5.) Erection or enlargement of buildings for the purpose of the trade or business of a market gardener.

FOURTH SCHEDULE.

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
46 & 47 Vict. c. 61.	The Agricultural Holdings (England) Act, 1883.	The whole Act.
53 & 54 Vict. c. 57.	The Tenants' Compensation Act, 1890.	In section one the words "the Agricultural Holdings Act, 1883, and." Section two, except so far as relates to compensation under the Allotments and Cottage Gardens (Compensation for Crops) Act, 1887. Section three and section four.

8 Edw. 7, c. 28.

FOURTH SCHEDULE—*continued.*

Session and Chapter.	Short Title.	Extent of Repeal.
58 & 59 Vict. c. 27.	The Market Gardeners' Compensation Act, 1895.	The whole Act.
63 & 64 Vict. c. 50.	The Agricultural Holdings Act, 1900.	The whole Act, except so far as it relates to Scotland.
6 Edw. 7, c. 56.	The Agricultural Holdings Act, 1906.	The whole Act, except so far as it relates to Scotland.
7 Edw. 7, c. 54.	The Small Holdings and Allotments Act, 1907.	Section thirty-eight.

BOARD OF AGRICULTURE AND FISHERIES.

AGRICULTURAL HOLDINGS (ENGLAND) RULES OF 1908.

(Dated 28th November, 1908.)

THE Board of Agriculture and Fisheries, by virtue and in exercise of the powers in them vested under the Agricultural Holdings Act, 1908, do hereby prescribe as follows:

1. An award in an arbitration under the Agricultural Holdings Act, 1908, shall be in the form set forth in the First Schedule hereto, or to the like effect, with such modifications of the recitals contained in such form as circumstances may require.

2. The several forms for proceedings in arbitrations under the said Act, which are set forth in the Second Schedule hereto, shall, if used, be sufficient.

3. These Rules extend to England and Wales only.

4. The Agricultural Holdings (England) Rules of 1900 shall remain in force for the purpose only of arbitrations under the Agricultural Holdings (England) Acts, 1883 to 1900.

5. These rules may be cited as the Agricultural Holdings (England) Rules of 1908.

In witness whereof the Board of Agriculture and Fisheries have hereunto set their Official Seal this 28th day of November nineteen hundred and eight.

(LS) A. W. Anstruther,
Assistant Secretary.

THE FIRST SCHEDULE TO THE ABOVE RULES.

Form A.

Form of Award where Compensation is claimed for Tenant's Improvements.

Agricultural Holdings Act, 1908.

In the matter of a holding known as , lately in the occupation of A.B., of (*the quitting tenant*).

Insert name (if any) and description of holding.

To all to whom these presents shall come, I, F.G., of , send greeting.

Whereas C.D., the landlord of the above-mentioned holding, and the said A.B., the tenant thereof, have failed to agree as to the amount and time and mode of payment of the compensation to which the said A.B. claims to be entitled in respect of the improvements made on the above-mentioned holding, which are comprised in the First Schedule to this Award.

(*Here insert recital of appointment of Arbitrator. See Form C.*)

And whereas the said A.B., by written notice to the said C.D., has required [*or* the said A.B. and C.D. have agreed] that the arbitration shall extend to the determination of certain further claims by the said A.B. against the said C.D. in respect of the said holding, the short particulars of which claims are set forth in the Second Schedule to this Award.

And whereas the said C.D., by written notice to the said A.B. has required [*or* the said A.B. and C.D. have agreed] that the arbitration shall extend to the determination of certain claims by the said C.D. against the said A.B. in respect of the said holding, the short particulars of which claims are set forth in the Third Schedule to this Award.

And whereas application has been duly made to me to specify the amount awarded in respect of such of the claims set forth in the said Schedules as are therein marked with an asterisk.

[And whereas the time for making my Award has been extended by the Board of Agriculture and Fisheries to the day of 19 .]

Now know ye that I, the said **F.G.**, having taken upon myself the burden of the said reference, and having heard, examined, and considered the witnesses and evidence concerning the said matters so referred to me as aforesaid, do make and publish this my Award of and concerning the same in manner following, that is to say:—

1. I award and determine that the said A.B. is entitled to receive from the said C.D. the sum of pounds shillings and pence, as compensation in respect of the improvements comprised in the First Schedule to this Award.

2. I award and determine that the said A.B. is entitled to receive from the said C.D. the sum of pounds shillings and pence, in respect of the claims mentioned in the Second Schedule to this Award.

3. I award and determine that the said C.D. is entitled to receive from the said A.B. the sum of pounds shillings and pence, in respect of the claims mentioned in the Third Schedule to this Award.

4. I hereby declare that the amounts awarded by me in respect of such of the said claims as are marked with an asterisk are the amounts set against such claims in such Schedules.

NOTE.—The date in paragraphs 5 and 6 must not be earlier than one calendar month, nor later than two calendar months, after the delivery of the award.

5. I award and determine that the said sum[s] of pounds shillings and pence [and pounds shillings and pence] awarded by me shall, subject to the provisions of the Agricultural Holdings Act, 1908, be paid by the said C.D. to the said A.B. on the day after the delivery of this Award; and that the said sum of pounds shillings and pence awarded by me shall, subject as aforesaid, be paid by the said A.B. to the said C.D. on the same day.

6. I award and direct that the costs of and incidental to the arbitration and this Award shall be paid by the said A.B. *or* C.D. *or* by the said A.B. and C.D. in the following proportions, namely, part thereof by the said A.B. and part thereof by the said C.D. [*or otherwise as may be directed*], *or* I award and direct that each party shall bear his own costs of and incidental to this arbitration, and shall pay part of my costs of this Award, and that any costs payable by the one party to the other party under or by virtue of this Award shall be so paid on the day after the delivery of this Award.

See note above.

In witness whereof I have hereunto set my hand this day of 19 .

Signed by the said F.G. in the presence of .

F.G.

THE FIRST SCHEDULE REFERRED TO IN THE ABOVE-WRITTEN AWARD.

(*Here insert each of the improvements comprised in the First* [*or Third*] *Schedule*[*s*] *to the Agricultural Holdings Act*, 1908, *in respect of which a claim by the tenant has been referred to arbitration.*]

THE SECOND SCHEDULE REFERRED TO IN THE ABOVE-WRITTEN AWARD.

(*Here insert short particulars of any further claim by the tenant to which the arbitration is extended.*)

THE THIRD SCHEDULE REFERRED TO IN THE ABOVE-WRITTEN AWARD.

(*Here insert short particulars of any claim by the landlord to which the arbitration is extended.*)

(*If either party has required that the amount awarded in respect of any particular claim shall be specified, the person making the award will mark such claim with an asterisk, and place against it the amount awarded in respect thereof.*)

NOTE.—The Award may be endorsed as follows:—

This Award was delivered to A.B. [*or* C.D.] on the day of 19 .

F.G.

FORM B.

Form of Award for cases in which Form A is inapplicable.

AGRICULTURAL HOLDINGS ACT, 1908.

In the matter of a holding known as , [lately] in the occupation of A.B., of (*the* [*quitting*] *tenant*). **Insert name (if any) and description of holding.**

To all to whom these presents shall come I, F.G., of , send greeting.

Whereas under the Agricultural Holdings Act, 1908, [*or* the contract of tenancy of the said holding *or* an agreement made between C.D. the landlord of the said holding and the said A.B. the tenant thereof] the questions and claims set forth in the Schedule to this Award are referred to arbitration in accordance with the provisions set out in the Second Schedule to the Agricultural Holdings Act, 1908.

(*Here insert recital of appointment of Arbitrator. See Form C.*)

And whereas application has been duly made to me to specify the amount awarded in respect of such of the claims set forth in the Schedule to this Award as are in such Schedule marked with an asterisk.

[And whereas the time for making my Award has been extended by the Board of Agriculture and Fisheries to the day of 19 .]

Now know ye that I, the said F.G., having taken upon myself the burden of the said reference, and having heard, examined, and considered the witnesses and evidence concerning the said questions and claims so referred to me as aforesaid, do make and publish this my Award of and concerning the same in manner following, that is to say :—

1. By this Award I determine the questions set forth in the Schedule hereto in manner following (that is to say) : [*Here set out determinations.*]

2. I award and determine that the said A.B. is entitled to receive from the said C.D. the sum of pounds shillings and pence, as compensation in respect of the claims set forth in the first part of the Schedule to this Award.

3. I award and determine that the said C.D. is entitled to receive from the said A.B. the sum of pounds shillings and pence, in respect of the claims set forth in the second part of the Schedule to this Award.

4. I do hereby declare that the amounts awarded by me in respect of such of the said claims as are marked with an asterisk are the amounts set against such claims in such Schedule.

NOTE.—The date in paragraphs 5 and 6 must not be earlier than one calendar month, nor later than two calendar months, after the delivery of the award.

5. I award and determine that the said sum[s] of pounds shillings and pence [and pounds shillings and pence] awarded by me shall, subject to the provisions of the Agricultural Holdings Act, 1908, be paid by the said C.D. to the said A.B. on the day after the delivery of this Award; and that the said sum of pounds shillings and pence awarded by me shall, subject as aforesaid, be paid by the said A.B. to the said C.D. on the same day.

6. I award and direct that the costs of and incidental to the arbitration and this Award shall be paid by the said A.B. *or* C.D. *or* by the said A.B. and C.D. in the following proportions, namely, part thereof by A.B. and part thereof by the said C.D. [*or otherwise as may be directed*], *or* I award and direct that each party shall bear his own costs of and incidental to this arbitration, and shall pay

part of my costs of this Award, and that any costs payable by the one party to the other party under or by virtue of this Award shall be so paid on the day after the delivery of this Award. *See* note above.

In witness whereof I have hereunto set my hand this day of 19 .

Signed by the said F.G. in the presence of .

F.G.

THE SCHEDULE REFERRED TO IN THE ABOVE-WRITTEN AWARD.

(*Here set forth questions and claims to be determined. If either party has required that the amount awarded in respect of any particular claim shall be specified, the person making the Award will mark such claim with an asterisk, and place against it the amount awarded in respect thereof.*)

FORM C.

(*Recital of Appointment of Arbitrator.*)

And whereas by an appointment, dated the day of 19 , signed by [*or* on behalf of] the said A.B. and C.D. [*or* sealed by the Board of Agriculture and Fisheries, *as the case may be*], I, the said F.G., was duly appointed under the Agricultural Holdings Act, 1908, to act as arbitrator for the purpose of settling the said differences [questions and claims] in accordance with the provisions set out in the Second Schedule to that Act.

THE SECOND SCHEDULE TO THE ABOVE RULES.

FORM D.

(*Application for Appointment by Board of Agriculture and Fisheries of Arbitrator to determine the compensation for Tenant's Improvements, etc.*)

AGRICULTURAL HOLDINGS ACT, 1908.

To the Board of Agriculture and Fisheries.

In the matter of the holding known as , lately in the occupation of A.B., of (*the quitting tenant*). Insert name (if any) and description of holding.

Whereas the said A.B. claims to be entitled to compensation in respect of certain improvements comprised in the First [*or* Third]

Schedule[s] to the above-mentioned Act which have been made on the above-mentioned holding.

And whereas C.D., of , the landlord of the said holding, and the said A.B., have failed to agree as to the amount and time and mode of payment of such compensation, and as to the person to act as arbitrator for the purpose of settling the differences that have so arisen.

And whereas there is not any provision in any agreement between the said A.B. and C.D. relating to the appointment of such arbitrator, and such arbitrator may accordingly be appointed by the Board of Agriculture and Fisheries on the application in writing of either of the parties.

Now I, the undersigned, do hereby apply to the Board of Agriculture and Fisheries for the appointment by them of an arbitrator for the purpose of settling the said differences, and for determining all other claims relating to such holding which are brought within such arbitration under Section 6, Sub-section 3, of the above-mentioned Act, or by agreement besween the parties.

(Signature of A.B. [*or* C.D.], or his duly authorised agent.)

19 .

NOTE.—*Delay in making the appointment will be avoided if the application is signed by or on behalf of both parties.*

Applications should be sent to the Board in duplicate.

FORM E.

(*Application for Appointment by Board of Agriculture and Fisheries of Arbitrator to determine questions or claims not relating to Tenant's Improvements.*)

AGRICULTURAL HOLDINGS ACT, 1908.

To the Board of Agriculture and Fisheries.

Insert name (if any) and description of holding.

In the matter of the holding known as , [lately] in the occupation of A.B., of (*the* [*quitting*] *tenant*).

Whereas under the Agricultural Holdings Act, 1908, [*or* the contract of tenancy of the said holding *or* an agreement made between C.D. the landlord of the said holding and the said A.B. the tenant thereof] the questions and claims set forth in the Schedule to this application are referred to arbitration in accordance with the provisions set out in the Second Schedule to the Agricultural Holdings Act, 1908.

And whereas the said A.B. and C.D. have failed to agree as to the person to act as arbitrator for the purpose of settling the said questions and claims.

And whereas there is not any provision in any agreement between the said A.B. and C.D. relating to the appointment of such arbitrator, and such arbitrator may accordingly be appointed by the Board of Agriculture and Fisheries on the application in writing of either of the parties.

Now I, the said undersigned, do hereby apply to the Board of Agriculture and Fisheries for the appointment by them of an arbitrator for the purpose of settling the questions and claims set forth in the Schedule to this application.

(Signature of A.B. [*or* C.D.], or his duly authorised agent.)

19 .

Schedule.

[Here set forth precisely the questions or claims to be determined.]

NOTE.—*Delay in making the appointment will be avoided if the application is signed by or on behalf of both parties.*

Applications should be made to the Board in duplicate.

FORM F.

(*Application to Board of Agriculture and Fisheries for extension of time for Award.*)

AGRICULTURAL HOLDINGS ACT, 1908.

To the Board of Agriculture and Fisheries.

In the matter of an arbitration under the above-mentioned Acts between A.B., of (*the* [*quitting*] *tenant*), and C.D. of (*the landlord*), relating to the holding known as [lately] in the occupation of the said A.B.

Insert name (if any) and description of holding.

Whereas the time for making the Award in the said arbitration will expire [*or* expired] on the day of 19 .

Now I, the undersigned, do hereby apply to the Board of Agriculture and Fisheries to extend the time for making the said award to the day of 19 .

19 .

[This may be signed by the arbitrator, or by either party to the arbitration or his duly authorised agent.]

FORM OF APPOINTMENT empowering a valuer to act on behalf of a tenant claiming compensation, either under the Agricultural Holdings Acts, agreement, or otherwise, and to agree a settlement of the claim with the landlord's representative, or to appoint an arbitrator to decide the matter.

I HEREBY APPOINT T—— B——, of , in the County of , as my Agent and Valuer to ascertain, determine and agree on my behalf all matters and questions of tenant-right or landlord's counter-claims arising as between landlord and tenant in respect of my tenancy of Farm, in the Parish of , in the County of , including any questions arising either in respect of the Agricultural Holdings Acts, 1883 to 1908, or under my Agreement, Custom or otherwise, with full power and authority in case of dispute to refer any such questions to arbitration, and for such purposes to nominate and concur in the appointment of an arbitrator in accordance with the Provisions of the Second Schedule to the Agricultural Holdings Act, 1908. And I hereby undertake to accept the amount of the valuation if agreed by the said T—— B——, or to confirm the appointment of Arbitrator made by him.

Dated this day of 191 .

(*Signed*

Tenant of the above Farm.

The same form would, with the necessary minor alterations, serve as an appointment to act on behalf of the landlord.

This form of appointment does not require to be stamped.

FORM OF APPOINTMENT OF ARBITRATOR.

WE, the undersigned, acting on behalf of the Landlord and Tenant, respectively, do hereby appoint , of , in the County of , as Arbitrator under the provisions of the Agricultural Holdings Act, 1908, to settle any differences, and to ascertain, determine and award the amount to be paid under the Agricultural Holdings Acts, Agreement, Custom, or otherwise, as between landlord and tenant, in respect of the Farm, in the Parish of , in the County of , upon the determination of the tenancy thereof.

Dated the day of 191 .

(*Signed*)

} *Tenant's Agent or Valuer.*
} *Landlord's Agent or Valuer.*

INDEX.

ACCESS to estates, importance of, 7
Accommodation works, 208
Agent's authority, 287
Agricultural Holdings Act, 1875, effect of, 99
  Holdings (England) Acts:
    form of notice of intention to claim compensation under, 136
    form of notice of counter-claim, 137
    particulars of claim under, 141
    scale of compensation under:
      for western counties, 127
      for northern counties, 129
      for Cheshire, 134
      Lawes & Gilbert's Tables, 144
    customs of England, 123, 126
      Wales, 125
      Scotland, 126
  Holdings Act, 1908:
    alterations as to claims, 240
    compensation under custom, 111, 254, 257
    counter-claims, 246, 260
    fixtures, 245, 273
    game damages, 244, 265
    penal rents, 276
    power of entry, 276
    procedure, 141, 247, 291
    scheduled improvements, 289
    waste or breach of covenant, 260
    date of operation, 289
Altitude, effect on temperature, 6
Apples, cost of making cider from, 230
Appointment of valuer, form of, 302
Arbitration Act, 1889 .. 102, 250
  under 1908 Act, 270
Artificial manures, value per unit, 116
  value of unexhausted portion, 128, 132, 135, 290
Ashes, bushels per cubic yard, 230
Aspect, effect of, on land, 6
Assessment of Tenant-right, 106
Award, form of, 295
  stamp duty on, 232

BARLEY, feeding and manurial values of, 162
  straw, feeding and manurial values of, 163
Barley straw, average weight per bushel, 175
    per cubic yard, 174
Beans, feeding and manurial values of, 162
  straw, feeding and manurial values of, 163
    average weight per cubic yard, 174
Bones, undissolved, value of unexhausted portion, 127, 132, 135
Bran, feeding and manurial values of, 163
Brewers' grains, feeding and manurial values of, 163

CARROTS, feeding and manurial values of, 163
  weight per cubic yard, 230
Capitalised value, example of computing, 4
  values of different properties, 51, 52
Cattle, cost of attendance on, 170
  measurement of, for weight; 224
Chalking of land, 290
Charcoal, weight per cubic yard, 230
Charge of tenant's compensation, 272
Chemical nomenclature, 155
Circles, areas of the circumference of, 228
    diameters of, 229
Circular stacks, tables for calculating the contents of, 193
Claying of land, 290
Climate and elevation, effect of, 6
Coal, weight per cubic yard, 230

Compensation values of manures, 143, 242
  from mortgagees, 245, 269
  to be fair and reasonable, 258
Competitive value, necessity of providing for, 50
Compulsory sale, owner's interests, 201
  occupier's interests, 204
Consequential damages, 202, 213
  form of claim, notice to treat, 208
Contour, effect of, on land, 7
Contract of tenancy, definition of, 208
Coppers, contents and weight of, 226
Copyhold property, rule for valuing, 52
Corn, measurement of oblong stacks, 174
  average produce, per acre, 175
  cost of harvesting, per acre, 168
  cost of threshing and marketing, 168
  cost of sowing, 168
  bushels per cubic yard, 230
Cottages, cost of construction, 32
Cotton cake, decorticated, feeding and manurial values of, 162
  undecorticated, feeding and manurial values of, 162
County Court, definition of, 288
Cropping, freedom of, 239, 277
Cultivating, quantity per day and value per acre, 166
Cultivations, tables for calculating the value of, at per acre, 67

DETERMINATION of tenancy, definition of, 288
Disposal of produce, 239, 277
Distance between drains, 33
Distress, 279
Dragging, quantity per day, and value per acre, 166
Drainage of land, cost of, 34, 167, 290
Drilling, quantity per day, and value per acre, 166
Dung, measurement of heaps, 164
  table showing number of loads per acre, 164
  value of unexhausted portion, 133

EMBLEMENTS, rule of, 95
Ensilage, value and weight of stacks, 169
Estates, tables for calculating the value of, at per acre, 67
Estate reports, form of rendering, 54

FALLOWING for roots, value to incoming tenant, 129
Farm buildings, situation and arrangement of, 29
  cost of construction, 30
  dimensions of, 31
Farmhouses, situation and arrangement of, 27
  cost of construction, 29
Farm-produce sold off, 277
Feeding stuffs, value of manure arising from, 162, 290
  valuing from analysis, 156
Fences, cost of forming, 39
  compensation for, 289
Fixtures, agricultural, 245, 273
Freedom of cropping, 239, 277

GAME, damage by, 244, 265
Gates, cost of making, 41
Geological formations, 9
Grass seeds, cost of sowing, 168
  cost per acre, 49
Grasses, best permanent, 22
Gross estimated rental, definition of, 52

HARROWING, time, quantity per day, and value per acre, 166
  chain, quantity per day, and value per acre, 166
Hay, cost of harvesting, per acre, 168
  meadow, feeding and manurial values of, 163
  clover, feeding and manurial values of, 163
  weight per cubic yard, 230
  measurement of oblong stacks, 172; of circular stacks, 193
Holding, definition of, 288
Home-grown corn, 290
Horse power required on different roads, 8

IMPROVEMENTS comprised in 1908 Act, 289
Income tax, 234
Indian corn, feeding and manurial values of, 162
Inhabited house duty, 233
Inherent capabilities, 116

KEEP of stock, charges for, 170

LAND, methods of valuing, 45
  tables of linear and square measures, 231
  tax, 236
Landlord, definition of, 288
Lands Clauses Acts, 196, 209
Leasehold property, rule for valuing, 52
Leases, stamp duties on, 232
Lentils, feeding and manurial values of, 162
Lime, weight per cubic yard, 230
  value of unexhausted portion, 128, 132, 135, 290
Linseed, feeding and manurial values of, 162
  cake, feeding and manurial values of, 162
Liquidated damages, 276
Live stock, definition of, 288
Locust beans, feeding and manurial values of, 162

MALT, feeding and manurial values of, 162
  coombs, feeding and manurial values of, 163
Mangels, feeding and manurial values of, 163
  weight per cubic yard, 230
Mansion, accommodation of, 24
  cost of construction, 26
  effect of situation and aspect, 24
  estimating rental value of, 26
Manure, covered, 149
  open yard, 149
Manures, definition of, 288
Manuring, definition of, 288
Market Gardeners' Compensation Act, 284
Market garden, definition of, 288
Marling of land, 290
Minerals found in geological formations, 19
Mould, weight per cubic yard, 230

NET annual value, definition, 52
  example of computing, 3
Notice of intention to claim compensation, 115, 247, 258, 287
  of game damages, 244, 265
  to quit, 239, 275

OATS, feeding and manurial values of, 162
  cost per acre, 48
  straw, feeding and manurial values of, 163
    average weight per bushel, 175
      per cubic yard, 174
Oblong stacks, tables for calculating the contents of, 176
Osier beds, tenant-right in, 289
Outgoings chargeable on estates, 44

PALM-NUT cake, feeding and manurial values of, 162
Parsnips, feeding and manurial values of, 163
  weight per cubic yard, 230
Peas, feeding and manurial values of, 162
  straw, cost and manurial value of, 163
    weight per cubic yard, 174
Penal rents, 276
Permanent pasture, tenant-right in, 289
Plans, scales of, 43
Plants indicating stony light land, 23
  cold wet land, 23
Plantations, valuation of, 36
Ploughing, quantity per day, and value per acre, 166
Pollard, feeding and manurial values of, 163
Potatoes, feeding and manurial values of, 163
  weight per cubic yard, 230
Potatoes, lifting, cost of, 168
Procedure, compulsory purchase, 208
  in tenant-right valuations, 112, 247, 291

RAILWAYS Clauses Act, 200
Rainfall average per annum, 7
Rape cake, feeding and manurial values of, 162
Residual manure values, 143, 147, 148
Rice meal, feeding and manurial values of, 162
Right of entry on holding, 276
Roads, stones suitable for, 9
Rolling, quantity per day, and value per acre, 166

SEVERANCE damages, 201, 213
Sheep, cost of attendance on, 168
Sheep, cost of shearing, 170
Sitting tenant's claim, 264
Situation, effect of, on property, 5
Slide rule, computing contents of timber by, 37
Small Holdings and Allotments Act, 269, 276
Soils, fertility of, 19
  classification of, 21
Soya cake, feeding and manurial values of, 160
Specific gravities, table of, 227
Stamps and taxes, 232
Stones, number of cubic feet per ton, 9
  broken per day, 9
Straw, measurement of oblong stacks, 173
  average weights of, 174
Swedes, feeding and manurial values of, 163
  weight per cubic yard, 230

TARES, feeding and manurial values of, 162
Taxes, income and land, 234, 236
Temperature, lowest, for wheat-growing, 6
Temporary pasture, 290
Tenant, definition of, 288
Tenants' Compensations Act, 1890, 102, 269
  compensation by railway company, 204
Thatching, cost of, 168
Timber, number of cubic feet per ton, 230
  compensation for, 201, 213
  cost of felling, 39
  tables for calculating the contents of, 216
  value per foot, 38
Trees, table for computing contents of, 37
Turnips, cost of hoeing, 168
    pulling, 168
  cost per acre, 48
  feeding and manurial values of, 163

UNDERWOOD, cost of cutting, 39
Unexhausted manurial values, 147, 162
Unreasonable disturbance, 244, 266

VALUATIONS of tenant-right:
  form for making, in Kent, 116
    supplying copy on stamp in Somerset, 120
  under Agricultural Holdings Act, 1883..127, 141
  for Estate duty, and form for supplying, 122

WASTE, liability for, 108, 260
Water, characteristics of good, 42
Water supply, quantity required, 42
Wheat, average produce per acre, 175
  feeding and manurial values of, 162
  cost per acre, 47
  straw, feeding and manurial values of, 163
    average weight per cubic yard, 174
    per bushel, 175
  chaff, weight per cubic yard, 230
Woodland, rules for valuing, 36
Wirework, tenant-right in, 290

YARDS, reason for covering, 30

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